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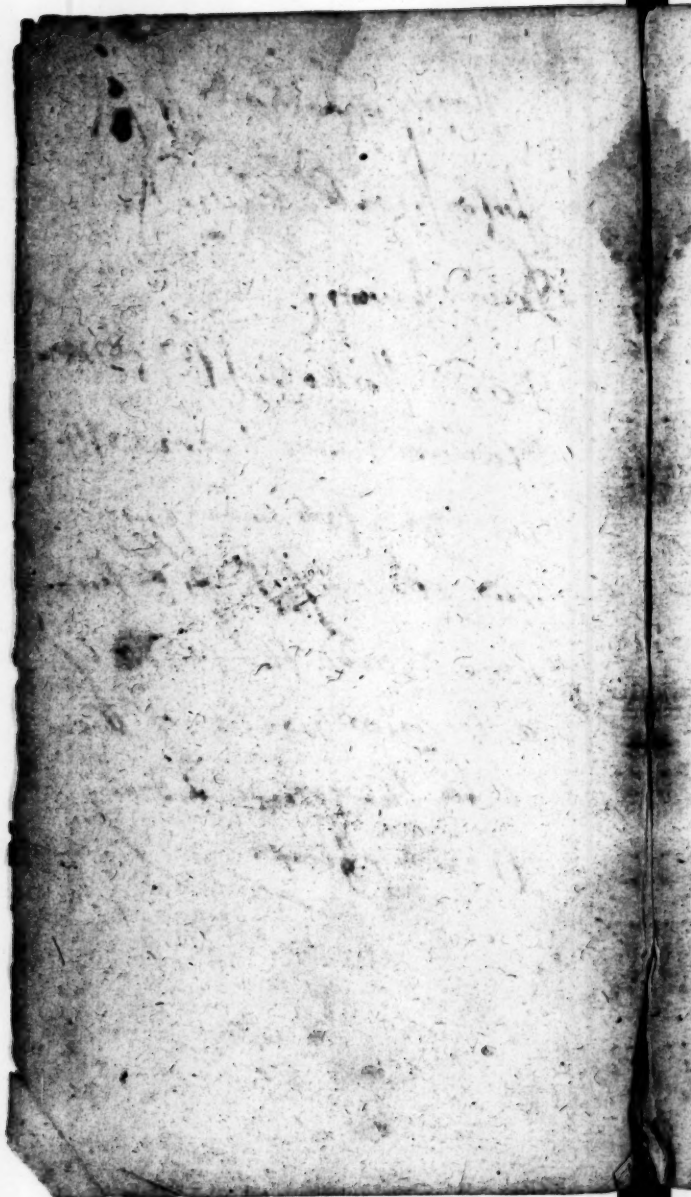
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John Edwards
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John Edwards
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of heaven upon him

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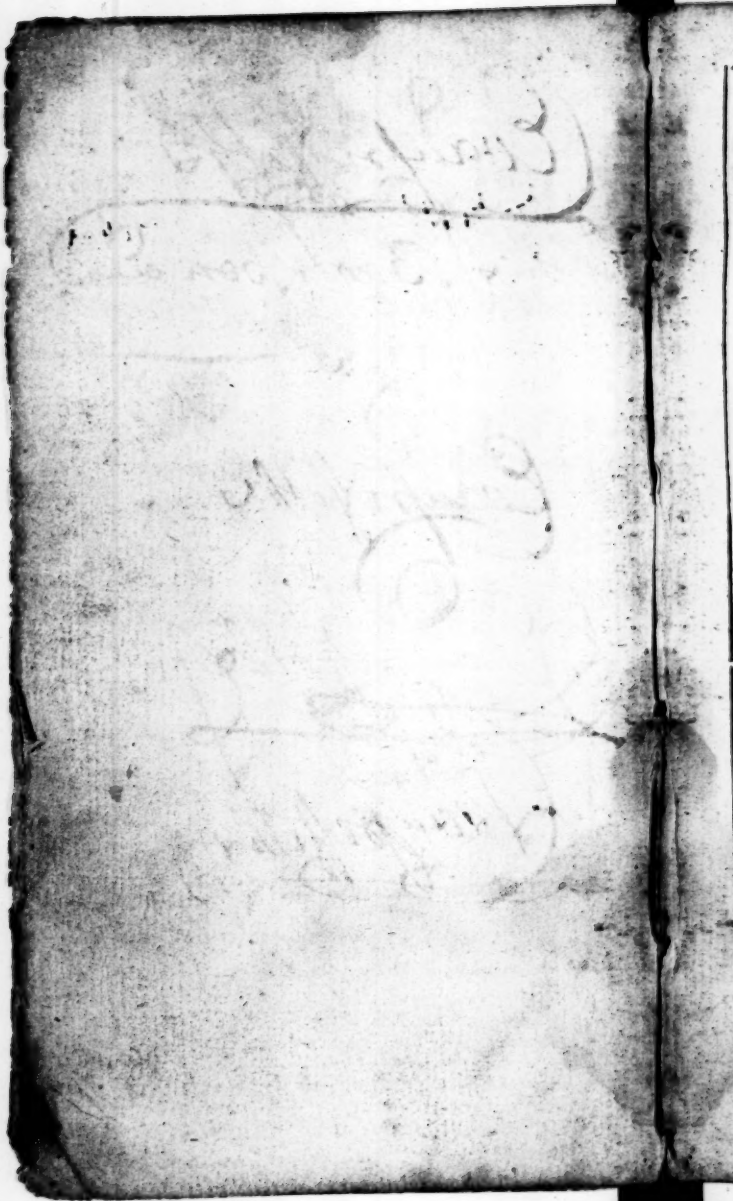
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Littleton's
Common **TENURE** *Loyd*
Law
IN
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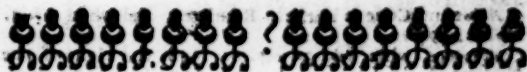
WITH AN
Alphabetical Table
OF THE
Principal matters therein contained.

LONDON,

Printed by **John Streater, James
Fletcher, and Henry Twyford,**
Assigns of **Richard Atkins,** and
Edward Atkins, Esquires.

And are to be sold by **George Sawbridge, John Place,
John Bellinger, William Place, Thomas Bassett, Robert
Pawlet, Christopher Wilkinson, Thomas Dring,
William Jacob, Allan Banks, Ch. Harper, John
Amery, John Pool, John Leigh. An. Dom. 1671.**

Cum Gratia & Privilegio Regis Majestatis.



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A.D.

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C A



CHAP. I.

Fee-simple.

Tenant en Fee simple
est celuy qui a terres en tenementes
à tener a luy & à
ses heires à toutz jours.

Et est appel in latyn Feodum simplex, quia feodum idem est quod hæreditas, & simplex idem est quod legitimium vel purum, & sic feodum simplex idem est quod hereditas legitima vel pura. Quar si l'homme veult purchaser terres ou tenementes en Fee simple, il convient d'aver ceux parolx en son purchase, A aver & tener a luy & à ses heires; car ceux parolx (Ses heires) fount l'estate d'enheritaunce. T. 20. H. 6. Folio 38.

Quar si ascun homme purchase terres per ceux parolx, A aver & tener a luy à toutz jours, ou per tiels parolx, A aver & tener a luy & à ses assignes à

Tenant in Fee simple, is he which hath lands or tenements to hold to him and to his heires for ever.

And it is called in Latine Feodum simplex, for Feodum is called inheritance, and simplex is as much to say, as lawful or pure, and so Feodum simplex is as much to say, as lawful or pure inheritance. For if a man will purchase landes or tenementes, in Fee simple, it behoveth him to have these words in his purchase, To have & to hold unto him and to his heires; for these words (his heires) make the state of inheritance. Anno 20. H. 6. folio 38.

For if any man purchase landes by these words, To have & to hold to him for ever, or by such words, To have and to hold to him and to his

toutz jours : en ceus deux cases il n'y a d'estate, fors que pur terme de vie, pur ceo qu'il fault ceus parolx (ses heires) les quels parolx tant solement font estate d'enheritance entous feoffementes & grauntes.

Et si l'omme purchase terres en Fee-simple, & davie sans issue, chescun que est son prochain cousin collateral de l'entier sanke, de quel plus longe degre que il soit de luy, poit inheriter & aver mesme la terre come heire a luy. Mes si soit pere & fils, & le pere ait un frere que est uncle a fils, & le fils purchase terre en Fee-simple, & morust sans issue vivant son pere, l'uncle avera le terre come heire al fils, & nemy le pere, (uncore pere est plus prochain de sanke) pur ceo que est un maxime en la ley, que inheritance poit linealment descendre, mes nemy ascender : uncore si le fils in tiel cas morust sans issue, & son uncle entrera en la terre come heire a le fils (sicome il devoit pur la ley) & apres l'uncle devie sans issue vivant le pere, donques le pere avera la terre come heire al uncle, & nemy come heire a son fils, pur ceo que il veigne al terre par collateral di-

assignes for ever. In these two cases he hath none estate but for terme of life, for that, that he lacketh these words (his heirs) which words only make the estate of inheritance in all feoffements and grauntes.

And if a man purchase lands in Fee-simple and die without issue, every one that is his next cousin collateral of the whole blood, how far so ever that he be from him of degree, may inherit and have the same land as heir to him. But if there be father and son, and the father hath a brother, which is uncle unto the son, and the son purchaseth land in Fee-simple, and die without issue living the father, the uncle shall have the land, as heir unto the son, and not the father (yet the father is nearer of blood unto the son) for that there is a ground in Law, That Inheritance may lineally descend, but not lineally ascend: yet if the son in such case die without issue, and his uncle entred into the land as heir unto the son (so as he ought by the Law) and after if the uncle decease without issue living the father, then shall the father

descend,

scient, & nemy par lineal ascension.

Et en tiel case son lo firs purchace terre en Fee-simple & devie sans issue, ceur de son sang de parte son pere enherite come heires a luy devant ascun de sang de part sa mere, mes sil ny ad ascun heire de son pere donques la terre descendra a heires de part sa mere.

Et cest l'opinion de toutz les Justices, M. 12. E. 4. fol. 14. Mes la suit tenuz, si terre descende a un home de part son pere qui devie sans issue, que son prochain heire de part son pere enherite a luy, scil. le prochain heire que en del sang le pere de part laiel. Et par default de tiel heire, ceux qui sont de sang le pere del parte le pere, scil. le eldeste, doivent enherite. Et sil ny ad tiel heire de parte le pere, donques le seignior avera la terre par Escheat. Et issint est si home prent feme enherite en Fee-simple, queux ont issue firs, & devieront, & les firs entra en les teneementz come firs & heire de sa mere, & puis devie sans

ther have the land as heir unto the uncle, and nor as heir unto the son, for that that he cometh unto the land by collateral descent, & not by lineal ascension.

And in such case where the son purchaseth land in Fee-simple, & dieth without issue, they of his blood on the fathers side shall inherit as heir unto him, before any of the blood of the mothers side: But if he have no heir on the fathers side, then shall the land descend unto his heir on the mothers side.

And this is the opinion of the Justices M. 12. E. 4. fol. 34. But there it was holden, if any land descend unto a man by the fathers side which dieth without issue, that his next heir on the fathers side shall inherit unto him, that is to say, the next of blood of the father of the grandfathers side. And for default of such an heir, they that be of the fathers blood of the part of the mother of the father, that is to say, the grandmother ought to inherit. And if there be no such heir on the fathers side, then the lord shall have the land by Escheat. And so it is if a man take a wife inheritrix in Fee-simple, which hath

issue, les heires de part sa
mere, do ent enherite les
tenementes. Et nemy les
heires de part le pere, et
s'il n'y a d'ascun heire de
part la mere, donques le
soignior, de que la terre
est tenus, auera les tene-
mentes par Eschete. Et
sic vide diuersitatem, lou
le fitz purchace terres ou
tenementes en fee simple,
et lou il vient eins a riex
terres ou tenementes par
descent de part sa mere,
ou de part son pere,

et si il vient eins a riex
terres ou tenementes par
descent de part son pere,
et si il vient eins a riex
terres ou tenementes par
descent de part sa mere,
et si il vient eins a riex
terres ou tenementes par
descent de part son pere,
et si il vient eins a riex
terres ou tenementes par
descent de part sa mere,

Nota: Si soient trois
freres, et il n'y a n'unes freres
purchasent terres en Fee-
simple, et de vie sans issue,
le plus frere auera la terre
par descente, et nemy le
plus frere. Et aussi, si soient
trois freres, et le plus frere

issue a son and dieth, and
the son entreth into the te-
nements as son and heir un-
to his mother, and after
dyeth without issue, the
heirs on the mothers side
ought to inherit the tene-
ments, and not the heirs on
the fathers side. And if
there be no heirs on the
mothers side, then the lord
of whom the same land is
holden, shall have the same
land by Escheat. In the
same manner it is, if lands
descend onto the son on the
fathers side, which entreth
and after dyeth without
issue, the land shall descend
unto the heirs on the fa-
thers side, and not unto the
heirs on the mothers side.
And if there be no heirs
on the fathers side, then the
lord of whom the land is
holden, shall have the same
land by Escheat. And so ye
may see the diversity,
where the son purchaseth
lands in Fee-simple, and
where he cometh unto
those lands or tenements by
descent on the fathers side,
or on the mothers side.

Also, if there be three
brethren, and the middle
brother purchaseth land in
Fee-simple, and dieth with-
out issue, the elder brother
shall have the land by de-
scend, and not the younger.

Also if there be three bre-

pour

purchafe terres en Fee-simple, et deuse sans issue, leigne avera la terre par descent, et nemy le mulnes; pour ceo que il est digne de sanke.

Et est ascavoir, qui nul avera terre de Fee-simple par descent com: heire a ascun home, si non que il soit son heire de lehtier sanke. Quar si home ad issue deux fitz par divers ventres, et leigne purchace terres en Fee-simple, et morust sans issue, le puisne frere navera la terre, mes luncle leigne frere, ou auter son prochain cousin ceo avera, pour ceo que le puisne frere est de demie sanke a leigne frere.

Et si home ad issue fitz et sile par un ventre, et fitz par autre ventre, le fitz del primer ventre purchace terres en Fee, et morust sans issue, la soer avera la terre par descent com: heire a son frere, et nemy le puisne frere pour ceo que la soer est de lehter sanke a son eigne frere.

Et auxi lon home est seise de terre en Fee-

thren, and the youngest brother purchaseth land in Fee-simple, and dieth without issue, the elder brother shall have the land by descent, and not the middle brother; for that the elder brother is more worthy of blood.

And it is to be understood, That no man shall have land in Fee-simple by descent as heir unto any man, unless he be his heir of the whole blood. For if a man have issue two sons, by two ventres, and the elder purchaseth land in Fee-simple, and dieth without issue, the younger brother shall not have the land, but the uncle of the elder brother, or some other his high cousin shall have it; for that the younger is but of the half blood to the elder brother.

And if a man have a son and a daughter by one ventre, and a son by another ventre, and the son by the first ventre purchaseth land in Fee-simple, and dieth without issue, the sister shall have the land by descent as heir unto her brother, and not the younger brother; for that, that the sister is of the whole blood to her elder brother.

And also, where a man is seised of land in Fee-

simple, et ad issue fitz et
 file par un ventre, et fitz
 par auter ventre, et mort,
 leigne fitz entre, et mor-
 rust sans issue, la file a vera
 les tenementz, et nemy
 le puisne fitz; uncore le
 puisne fitz est heire a la
 pere, mes nemy a son
 frere. Mes si leigne fitz
 ne entra en la terre apres
 la mort son pere; mes ma-
 rust devant aucun entre
 fait par luy, donques les
 puisne freres poit entre et
 a vera la terre come heire
 a son pere. Mes lou leigne
 fitz en le cas avantdit en-
 tra apres la mort son pere,
 et ad possession, donques
 la soer a vera la terre:
Quia possessio fratris de
feodo simplici, facit so-
rorem esse heredem.
 Mes si soient deux freres
 par divers ventres, et lei-
 gne est seisis de terre en
 Fee, et morust sans issue,
 et son uncle entra come
 prochain heire al eigne
 fitz, quel auxi morust
 sans issue, donques le puis-
 ne frere poit aver la terre
 come heir al uncle; pur
 ceo que il est de l'entier
 sanke a luy, coment
 il soit de demy sanke a son
 frere.

boold blood to his
 elder brother.

simple, and hath issue a son
 and a daughter by one ven-
 tre, and a son by another
 ventre, and dieth, and the
 elder son entreth, and dieth
 without issue, the daugh-
 ter shall have the land, and
 not the younger son; and
 yet is the younger son heir
 unto his father, but not un-
 to his brother. But if the
 elder son enter not into the
 land after the death of his
 father, but dieth before en-
 try be made by him, then
 the younger brother may
 enter and have the land as
 heir unto his father. But
 where the elder son, in the
 case aforesaid, entreth af-
 ter the death of his father,
 and thereof have posses-
 sion, then the sister shall
 have the land: Quia posses-
sio fratris de feodo simplici, fa-
cit sororem esse heredem; For
 the possession of the bro-
 ther in Fee-simple maketh
 the sister to be heir. But if
 there be two brethren by
 divers ventres, and the el-
 der is seised in Fee-simple,
 and dieth without issue, and
 his uncle entreth as heir to
 him, which also dieth with-
 out issue, then the younger
 brother may have that land
 as heir unto his uncle; be-
 cause he is of the whole
 blood to him, though he be
 but of half blood unto his
 elder brother.

Et est
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 de Fee

Fee-simple.

7

Et est aſcavoir, que ceſt parol enheritance, neſt pas tant ſolement entendu ſou home ad terres ou tenementes par diſcent de heritage, mes auxi cheſcun Fee-ſimple ou Tail, que home ad ſon purchaſe, puit eſtre dit enheritance pur ceo que ſes heires luy purront enheriter. Quar en Briefe de Droit que home porte de terre, que fuit de ſon purchaſe demefne, le Briefe dira, Quam clamat eſſe juſ & hereditatem ſuam; Et iſſint ſerra dit en divers autres Briefes que home ou feme portera de ſon purchaſe demefne, come il appiert par le Reſiſter.

Et de tielx choſes que home poet aver un manuel occupacion, poſſeſſion, ou reſceyt, ſicome des terres, tenementes, rentes, & hujusmodi; home dira en count countant, et un plea pledera que, un tiel fuit ſeiſie en ſon demefne come de Fee. Mes de tielx choſes qui ne giſent en tiel manuel occupacion, &c. ſicome de Advouſon d'un Eglyſe, & hujusmodi; il dira que il reſquitz ſeiſie come de Fee, et nemy en ſon demefne come de Fee. Et en Laryn il

And it is to be underſtood, that this word Inheritance is not only underſtood where a man hath lands or tenements by deſcent of heritage, but alſo every Fee-ſimple or Fee-tail that a man hath by his purchaſe may be ſaid Inheritance, for that, that his heires may inherit him. For in a Writ of Right that a man bringeth of land, that was of his own purchaſe, the Writ ſhall ſay; Quam clamat eſſe juſ & hereditatem ſuam: that is to ſay, Which he claimeth to be his, right, and inheritance. And ſo it ſhall be ſaid in divers other Writs which a man or a woman bringeth of their own purchaſe, as appeareth by the Reſiſter.

And of ſuch things as a man may have a manual occupation, poſſeſſion, or receipt, as of lands, tenements, rents, and ſuch other, a man ſhall ſay in his pleading, and way of bar, that one ſuch was ſeiſed in his demefne as of Fee. But of ſuch things as lye not in manual occupation, &c. as of advowſon of a Church, and ſuch like; there he ſhall ſay, that he was ſeiſed as of Fee, and not in his demefne as of Fee. And in Latin it is in the ſame caſe ſaid, Quod talis fuit ſeiſitus

est

Fee-tayl.

*est en fuy en, Quod talis
fuit fuit, &c. in do-
minio suo ut de feodo ;
Et en l'auter cas, Quod
talis seifitus fuit, &c.
ut de feodo.*

in dominio suo ut de feodo,
that is to say, That such a
one was seised in his de-
mein as of Fee; And in the
other, *Quod talis fuit seifitus
ut de feodo*, that is to say,
that one such was seised as
of Fee.

*Et Nota, Que home ne
puit aver plus ample ou
plus greinder estate ou
enheritance que Fee-
simple.*

And Note well, That a
man may not have a more
large ne greater estate of
inheritance, than Fee-
simple.

*Item Nota, Que pur-
chas en appel la possession
de terres ou tenementes
que home ad par son fait,
ou par son arrement, a
quel possession il ne avient
par descent de nul de ses
ancestres, ou de ses cousins,
mes par son fait demesne.*

Also, Purchase is called
the possession of lands or
tenements that a man hath
by his deed, or by his a-
greement, unto which pos-
session he cometh, not by
descent of any of his an-
cestors, or of his cousins,
but by his own deed.

C H A P. II.

Fee-tayl.

T*Enant en Fee-tayl
est par force de le
Statute de Westm.
Secundo ; cap. 1. Car al
commun Ley devant le dis
estatute toutz enheritain-
ces fuerunt Fee-simple.
Quar toutes les doner que
sont specifies deins mesme
le Statute, fuerunt Fee-
simple conditionellz si come*

T*Enant in Fee-tayl is
by force of the Sta-
tute of Westminster the
second, chap. 1. For at the
Common Law before the
said Statute, all inheritan-
ces were Fee-simple. For
all the gifts which be spe-
cified within the same Sta-
tute, were Fee-simple con-
ditionally, as it appeareth*
appierr

appiert par le rehearsall demesme lestatute. Et ore par le dit estatute tenant en le Tayl est en deux maner, scil. cest assavoir, tenant en Tayl generale, et tenaunt en Tayle especiall.

Tenant en Tayle general est, lou terres ou tenementes sont dones a un home, et a ces heires de son corps engendre. En ceo cas il en dit generall Tayl, pur ceo quecunque feme que tiel tenant espousa, si avoit plusieurs femes, et par chescun de eux il ad issue, uncore chescun de los issues par possibilite puit enheriter les tenementes par force de le dit done, pur ceo que chescun tiel issue est de son corps engendre.

Et issint est lou terres ou tenementes sont dones a un feme, et a les heires de son corps issantes, coment que el avoit divers barons uncore l'issue que el poert aver par chescun baron, poit enheriter come issue en le Tayle par force de le dit done; et pur ceo tielx dones sont appel generall Tayle.

Tenant en Tayle especial est, lou terres ou tenementes sont dones a un home et sa feme, et a les heires a lour deux corps engendre, en tiel cas nul

by the rehearsall of that Statute. And now by the same Statute, Tenant in the Tayl is said in two manners, that is to say, Tenant in tayl General, and Tenant in tayl Special.

Tenant in tayl General is, Where lands or tenements be given to a man and to his heirs of his body begotten. In this case it is said General tayl, for that, that whatsoever woman that the tenant taketh to wife, if he have many wives, and by each of them hath issue, yet each one of these issues by possibility may inherit the tenements by force of the said gift, because that every such issue is of his body engendered.

In the same manner it is, where lands and tenements be given to a woman and to the heirs coming out of her body; howbeit that she have many husbands, yet the issue that she may have by each husband, may inherit as issue in the Tayl, by force of such gifts. And therefore such gifts be called General tayl.

Tenant in tayl Special is, where lands and tenements be given unto a man and his wife, and the heirs of their two bodies begotten. In such case none may

poit

poit enheriter par force de
le dit done, forsque ceux
que sont engendrés par
eux deux; et est appel
Special tayle, pur ceo que
si le feme deue, et il prent
auter feme, et ad issue,
li issue del seconde feme ne
serra. tam mes enheritable
par force de zial done, ne
auxi li issue del deux ba
ron, si le primer baron de
ue. Et mesme le maner
est lon tenementes sont do
nes par un home a un au
ter oue un feme, que est
le file ou cousin al donour, en
Frank-mariage, le quel do
ne ad un en eritance par
ceux parelx Frank-mari
age, a ceo annexe, coment
que ne soit expressement
dit ou reherse en le done,
cest assavoir que les donees
aportent les tenementes a
ceux et a leur heirs pa
renter eux deux engen
dres; et ceo est dit Espe
cial-tayle, pur ceo que
li issue del seconde feme ne
poit enheriter, &c. ut
supra.

Et nota, quod hoc
verbum talliare idem est
quod ad quandam certi
tudinem ponere, vel ad
quoddam hereditamen
tum ponere & limitare;
et pour ceo que ceo est et
mis en certayne, quel issue
serra enherit par force de
zielx done, et come lon

inherit by force of such
gift, but those that be
engendred between them
two; and it is called Spe
cial tayl, for that if the
wife die, and he taketh an
other wife, and hath issue,
the issue of the second wife
shall never inherit by force
of such gift; nor also the
issue of the second hus
band, if the first husband
die. In like manner it is,
where lands and tenements
be given by a man unto
another with a wife, which
is the daughter or cousin to
the giver, in Frank-mari
age, which gift hath inhe
ritance by these words
(Frank-marriage) unto it
annexed: howbeit that they
be not expressly said or re
herfed in the gift; that is
to say, that these donees
shall have these lands or
tenements to them and to
their heirs between them
two engendred; and this is
said Special tayl, for that
the issue of the second wife
may not inherit.

And note well, that this
word talliare, is to say, to
set unto some certainty, or
else limit unto some certain
inheritance. And for that
that it is limited and set in
certain, what issue shall in
herit by force of such gifts,
and how long that the in
heritance shall endure.

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Et
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gement l'enheritance endure, il est appel en Latin feodum talliatum, i. e. hæreditas in quadam certitudine limitata. Quar si tenant en general tayle morust sans issue, le donour ou ses heires enheriteront come en leur reversion.

En mesme le manere est de le tenant en especiall tayle, &c. Car en chescun done en le tayle, sans plus ouster dite, le reversion del Fee-simple est en le donour. Et les dones et leur issue ferra al donour et a ses h ires au tielx service come le donour fait a son seignior prochein luy paramount, torpri les dones en frankemariage, les qu ux tiendront quietment de chescun maner de service, si non que soit pur fealte tanque le quart degre soit passe; et apres ceo que le quatriesme degre soit passe, l'issue en le cinquiesme degre, et issint ouster l'anters des issues apres luy, tiendre del donour ou ses heires come ilz teigne ouster, come il est avantdit. Et les degres en frankemariage ferra accomptz en tiel maner, scil. de le donour a les dones en frankemariage le primer degre, pour ceo que la feme que est un des dones convient

Therefore it is called in Latin, *Feodum talliatum*, i. e. *hæreditas in quadam certitudine limitata*. For if tenant in General tayl dye without issue, the donour or his heires shall inherit as in their reversion.

In the same manner is it of the tenant in Tayl speciall, &c. For in every gift of the Tayl, without more saying, the reversion of Fee-simple is in the donour. And the donees and their heires shall do to the donour and to his heires, such services as the donour doth unto his Lord next above. Except the donees in frank-mariage, which shall hold quietly from every manner service, unless it be for fealty, until the fourth degree be past. And after that the fourth degree is past, the issue in the fifth degree, and so forth, the other issues after him, shall hold of the donour and of his heires as they hold over, as is aforesaid. And the degrees in Frank-mariage shall be accounted in such manner, that is to say, from the donour to the donees in Frank-mariage the first degree; for that that the wife that is one of the donees ought to be daughter, sister, or other cousin to the

estre

estre fille, s'ier ou auter cousin a le donour. Et de les dones tanque a lour issue il serra accompte a le seconde degree, et de lour issue tanque a son issue le tierce degree, et issint oustre, &c. Et la cause est, pour ceo que apres chescun tiel done les issues queux veignent de le donour, et les issues queux veignent de les dones apres le quarte degre passe, ambideux parties en tiel forme desier accomptes, poient entier eux par la ley de saint Eglise entermarier. Et que le done en frankmarriage serra le primer degree de les quaters degrees, home poet voier en un plee sur un brief de droit de garde, P. 31. Edw. 3. lou le pleinise counta que son tresail fuit seisi de certain terre, &c. Et ceo tenuist d'un auter par service de chevalier, quel dona la terre a un Rafe Holland ovesque la soer en frankmarriage, &c. et toutes les ceux taile avant dites sont specifiques en le dit estatute de Westm. 2.

Auxi sont divers autres estatutes en le tayl, les queux ne sont especifies par expresse paroles en le dit Statute, mes ilz sont prises par le equite de le dit estatute. Sicome terres

donour. And from the donees unto their issue shall be accompted the second degree. And from their issue unto their issue, the third degree, &c. And the cause is, for that after every such gift, the issues that come of the donour, and the issues that come of the donees after the fourth degree past of both parties in such form to be accounted, may betwixt them by the law of holy Church intermarry. And that the donee in frankmarriage shall be the first degree of the four degrees; a man may see in a plea upon a Writ of right of ward, P. 31. Edw. 3. where the plaintiff pleadeth that his ayele or grandfather was seised of certain lands, &c. And that he held of another by Knights service, &c. which gave the land unto one Ralph Holland with his sister in frankmarriage, &c. and also these tayls before said, be specified in that said Statute of Westminster the second.

And there be divers other estatutes in the tayl, howbeit that they be not specified by expresse words in the said Statute, but they be taken by the equity of the Statute; as if lands be

soient

soient dones a un home, et a ses heires males de son corps engendres ; en tiel cas son issue male enheriter, et lissue female ne unquer enheriter pas, uncore en les autres cases avanditz auterment est. Et mesmes le maner est si terres soient dones a un home, et a ses heires females de son corps engendres ; en ceo cas son issue female luy enheritera par force et forme de le dit done, et nemy lissue male : pur ceo que en tielx cases ou le done est fait en le taylor, queux devoient enheriter et queux nemy, la voluntie del donour serra observee. En le cas lou terres ou tenementes sont dones a un homme et a ses heires males de son corps issuant, et ad issue deux fiz et devie, leigno fiz entra come heire male, et ad issue file et devie, son frere avera la terre, et nemy la file : pour ceo que le frere est heire male. Mes en lei autres taylor, queux sont specifies en le dit estatute, la file enheritera devaunt le freres T. 9. H. 6. fo. 24.

Auxi si terres soient dones a un home et a les heires males de son corps engendres et il ad issue fiz, quel ad issue fiz et

given unto a man and to his heirs males of his body engendred ; in such case his heir male shall inherit, and the issue female shall never inherit ; yet in these other taylor aforesaid it is otherwise. In the same manner it is, if lands be given to a man and to his heirs females of his body engendred ; in this case his issue females shall inherit by force and form of the said gift ; and not the issue male : for that in such cases where the gift is, who ought to inherit, and who not, the will of the donour shall be observed. And in case where lands be given unto a man and to his heirs males issuing of his body, and he hath issue two sons and deceaseth, the elder son entreth as heir male, and hath issue a daughter and deceaseth, his brother shall have the land, and not the daughter ; for that the brother is heir male. But it shall be otherwise in these other taylor aforesaid, which be specified in the said Statute, the daughter shall inherit before the brother. T. 9. H. 6. fo. 24.

And if lands be given unto a man, and to his heirs males of his body engendred, and he hath issue a daughter, which hath issue

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devie,

devie, et puis apres le donour devie, en ceo cas le fize de la file ne enteritera pas par force de le tayl; pur cea que quecunque que sera enherite par force d'une donee en le tayl fait au heires males, corient conveyer son descent tout par los heires males. M. 18. E. 3. fol. 45. Mes en tiel cas le donour entra, pour ceo que le donee est mort sans issue male en la ley, entant que l'issue del file ne puit conveyer a luy mesme par descent de heire male. T. 9. H. 6. fo. 24. En mesme le maver est lou tenementes soient donees a un homme, et a sa feme, et a les heires males de leur deux corps engendres, &c.

Nota, Si tenementes soient donees a un homme et a sa feme, et a les heires del corps del homme engendres; en ceo cas le baron ad estate en le tayl general, et la feme forsque estate pur terme de vie.

Nota, Si terres soient donees a le baron et a sa feme, et a les heires le baron, queux il engendra de corps sa feme; en ceo cas le baron ad estate en le tayl especial, et la feme forsque pur terme de vie.

a son and deceaseth, and after that the donour deceaseth: in this case the son of the daughter shall not inherit by force of the tayl; for that whosoever shall inherit by force of a gift in the tayl made unto his heirs males, behoveth to convey his descent alway by the males. M. 18. E. 3. fo. 45. But in such case the donour shall enter, for that the donee is dead without issue male in the law; in so much that the issue of the daughter may not convey to him the descent by heir male. T. 9. H. 6. fo. 24. And in the same manner it is where lands be given to a man and to his wife, and to his heirs males of their two bodies engendred.

Also if tenements be given to a man and his wife, and to the heirs of the body of the man engendred; in this case the husband hath estate in the general tayl, and the wife estate but for term of life.

And if the lands be given to the husband and to the wife, and to the heirs of the husband which he engendred of the body of the wife; in this case the husband hath estate in the special tayl, and the wife but for term of life.

Et si el done soit fait a le baron et a sa femme et a les heires le femme de son corps par le baron engendre, donques le femme ad estate en especial tayle, et le baron forsque pur terme de vie. Mes si termes sont donnez a le baron et a sa femme, et a les heires que le baron engendra de corps la femme; en ceo cas ambideux ount estate en le tayle, pur ceo que cest parol (heires) nest limitee a l'un plus que a l'autre.

Nota. Si terre soit donee a un home et a ses heires que el engendra de corps sa femme; en ceo cas le baron ad estate en le special tayle, et la femme n'ad rien.

Nota. Si home ad issue fiz et devie, et terre est donee al fiz et a les heires de corps son pere engendre, ceo est bon tayle, et uncore le pere fuit mort al temps de le donee; Et multes autres estates en le tayle y sont par legnite del dit estatutz, que icy ne sont specifies.

Mes si homme dona terres ou tenementes a un autre, a aver et tener a luy et a ses heires males, ou a ses heires females, il a qui tiel donee est fait, ad

And if the gift be made to the husband and to the wife, and to the heirs of the wife of her body by the husband engendred, then the wife hath estate in the special tayl, and the husband but for term of life. But if lands be given to the husband and the wife, and to the heirs that the husband engendreth on the body of the wife; in this state both have estate in the tayl, for that this word (heirs) is not limited more to the one than to the other.

Also if lands be given to a man and to his heirs that he engendreth on the body of his wife; in this case the husband hath estate in the tayl special, and the wife nothing.

Note. If a man have issue a son, and deceaseth, and the land is given to the son, and to the heirs of the body of his father engendred, this is a good tayl, and yet the father was dead at the time of the gift; Also there be many other estates in the tayl by the equity of the said Statute, that be not specified here.

But if a man give lands or tenements to another to have and to hold to him and to his heirs males, or to his heirs females, he to whom such gift is made

fee-simple; pour ceo que
neft mye limitee per le
dow, de quel corps lifue
female iffira, et iffint ne
puit en aucun maner estre
pris par lequiritie del dit
estatute, et pur ceo il ad
fee-simple. T. 9. H. 6.
fol. 25.

hath fee-simple; for that it
is not limited by the gift,
of what body the issue male
or female shall be; and so
it may not in any thing be
taken by the equity of the
said Statute, and therefore
he hath fee-simple. T. 9.
H. 6. fol. 25.

CHAP. III.

Tenant in Tayl after possibility of
Issue extinct.

Tenant en la taile a-
pres possibilitee dis-
sue extincte, est lou-
tenementz sous donee a un
homme et sa femme en es-
pecial taile, salun de eux
de vie sans issue, celui qui
survesquist est tenant en
taile apres possibilitee dis-
sue extincte. Et silz a-
voient issue, durant la vie
dissue celui qui survesquist
ne ferra dit tenant in taile
apres possibilitee dissue ex-
tincte; uncore se lissue de-
vie sans issue, sans que ne
soit a seoir en vie qui port-
ra inheriter par force de la
dit taile, donques celui
qui survesquist est tenant
en la taile apres possibilitee
dissue extincte.

Tenant in the tayl af-
ter possibility of the
issue extinct, is where
lands or tenements be
given unto a man and to
his wife in special taile, if
one of them decease with-
out issue, he that surviveth
is tenant in the tayl after
possibility of issue extinct.
And if they have issue du-
ring the life of the issue, he
that surviveth shall not be
said tenant in the tayl af-
ter possibility of issue ex-
tinct; yet if the issue de-
cease, without issue, so that
there be none alive that
may inherite by force of the
tayl, then he that surviveth
of the donees is tenant in
the tayl after possibility of
issue extinct.

Nota.

Nota. Si tenementes
sont dones a un homme et
a ses heires qui il engen-
dra de corps sa feme; en
cest cas la feme n'ad riens
en les tenementes mes le
baron est seise come donee
en lespecial taile: et en
ces cas si la feme devie
sans issue de son corps en-
gendre par son baron, don-
ques le baron est tenant en
le taile apres possibilitie
issue extinct.

Et nota: Que nul poet
estre tenant en le taile a-
pres possibilitie issue ex-
tinct, forsque un des do-
nees, ou le donee en especial
taile, quar le donee en ge-
neral taile ne poet estre
unques dit tenant en taile
apres possibilitie issue ex-
tinct, pour ces que tout
temps durant sa vie, il
poet par possibilitie aver
issue, que poet enheriter
par force de mesme le taile;
et issint cestuy qui est heire
a les donees en un especial
taile, ne poet estre dit te-
nant en taile apres possi-
bilité issue extinct, cau-
sa qua supra.

Et nota, Que tenant en
taile apres possibilitie dis-
sue extinct ne serra unques
puny, de wast par inheri-
tance que fait un foiz en
luy An. 10. H. 6. fo. 1.
Mes cestuy en le rever-

Note. If lands be given
to a man and to his heirs
that be engendred on the
body of his wife; in this
case the wife hath nought
in the tenements, and the
husband is seised as donee
in special tayl: and in this
case if the wife decease
without issue of her body
engendred by her husband,
then the husband is tenant
in the tayl after possibility
of issue extinct.

And note well, That
none may be tenant in the
tayl after possibility of is-
sue extinct, but one of the
donees, or the donee in
special tayl; for the do-
nee in general tayl may
never be laid tenant in tayl
after possibility of issue ex-
tinct; for that alway du-
ring his life, he may by
possibility have issue that
may inherit by force of the
same tayl; and so in the
same manner the issue that
is heir unto the donees in
a special tayl may not be
laid Tenant in tayl after
possibility, &c. causa qua
supra.

Note. And tenant in tail
after possibility of issue ex-
tinct shall never be puni-
shed of Wast, for the inhe-
ritance that was once in
him, An. 10. H. 6. fo. 1.
But he in the reversion

18 Tenant by the Courtesie, &c.

son poit entre fil alien en may enter if he doth alien
 fee. An. 45. E. 3. fo. 22. in fee. An. 45. E. 3. fo. 32.

CHAP. IV.

Tenant by the Courtesie of England.

Tenant par la Courtesie Dengleterre est leu homme prent feme seisie in fee-simple, ou en fee-tail general, ou seisie come heire de le-tail especial, et ad issue par la feme male ou female, soit issue apres mort ou en vie, si la feme devisa le baton tieudre le terre durant sa vie, par la ley Dengleterre; Et est appelle Tenant par courtesie Dengleterre, par ceo que ceo n'est use en nul autre Realm, fors que tant seulement en Engleterre. Et ascuns ont dit, que il ne ferra Tenant par le courtesie, si ce n'est que l'enfant, quil ad par sa feme, soit aya crie guar par le crie est prove que l'enfant fuit nee.

Tenant by the Courtesie of England, is where a man taketh a wife seised in fee-simple, or in fee-tail general, or as heir in the tail-special, and hath issue by the same wife, male, or female; the issue after being dead or alive, if the wife decess, the husband shall hold the same during his life by the Law of England; and this is called Tenant by the courtesie, for that it is not used in any other Realm but only in England. And some say, that it shall not be said, Tenant by the courtesie, but if the child that he hath by his wife be heard cry, for by the cry is the proof that the child that he had by his wife, was born.

CHAP.

C H A P. V.

Tenant in Dower.

Tenant en Dower est
 lou l'omme est seisie
 de certaine terres
 ou tenementes en fee-taile,
 ou come heire de le taile
 especial, et prent feme et
 devie; la feme apres le
 decesse son baron serra en-
 dowe de la tierce parte de
 tielx terres ou tenementes
 que fueront a son baron en
 ascun temps durant la co-
 verture. A aver et tener
 a mesme la feme en se-
 veralte par mettes et boun-
 des pur terme de sa vie,
 si el avoit issue par son ba-
 ron ou nemy; et de quel
 age la feme soit: issint
 que el soit passe l'age de
 neuf ans al temps de le
 mourant son baron, ou au-
 terment el ne serra my en-
 dowe. M. 12. H. 4. fo. 3.

Et nota; Que par le
 commune Ley la feme
 navera pur son dower,
 forsque la tierce parte des
 tenementes, que fueront a
 son baron durant l'Espou-
 selles; mes par custome
 dascun pais el avera la

Tenant in Dower is,
 where a man is seised
 of certain lands or
 tenements in Fee-simple,
 or in Tayl-general, or as
 heir in the Tayl-special,
 and taketh a wife and de-
 ceaseth, the wife after the
 decease of her husband
 shall be endowed of the
 third part of such lands or
 tenements that were her
 husbands any time during
 the coverture, To have and
 to hold to the same wife in
 severalty, by metes and
 bounds, for the term of her
 life, whether she have by
 her husband issue or none,
 and of what age that the
 wife be, so that she pass the
 age of nine years at her
 husbands death, or else she
 shall not be endowed.
 M. 12. H. 4. fo 3.

And note well, That by
 the Common Law, the wife
 shall not have for her dow-
 er but the third part of the
 tenements, which were her
 husbands during the Espou-
 sals; by custome of some
 Countrey she shall have
 moietie.

moietie. Et par custome en
ascun ville et burrough el
avera lentierte; Et en
toutes tielx cases el serra
dit Tenant en Dower.

*Auxi, sont deux au-
ters maners de Dower,
cest assavoir, dower que est
appel Dowment ad ostium
Ecclesiaz, et Dowement ex
assensu patris.*

*Dowement ad ostium
Ecclesiaz, est lou homme
de pleyne age est seisie en
fee-simple, que serra es-
pouse a un feme; quant
il vient a l'huys del Eglise
destre espouse, et la apres
affiance enter eux fait,
il endowa sa feme de sa
entiere terre, ou de la
moiete, ou de meinder par-
cel, et la ovemente de-
clara le quantitie et la
content de sa terre, que
el avera pur son Dower;
en ceo cas la feme apres
la morte le baron, entra
en le dit quantitie de ter-
re, dount le baron luy en-
dowa, sans aiter assigne-
ment de ascun aiter.*

*Dowement ex assensu
patris est, lou le pere est
seisie de tenementes en
fee; et son fitz est heir
apparent (quant il est
espouse) endowa sa feme
a l'huys de Monastery ou
del Eglise, de parcel des*

the half, and by custome of
some Town or Burrough,
she shall have the whole;
and in all these Cases she
shall be said Tenant in
Dower.

And there is two other
manner of Dowers, that is
to say, Dower called Dow-
ment at the Church door;
and Dower, called Dow-
ment by the fathers assent.

Dowment at the Church
door, is where a man of full
age is seised in fee-simple,
which shall be wedded un-
to a wife, when he cometh
to the Church door, and
there after affiance, and
truth-plight made between
them, endoweth his wife of
his whole land, or of the
half, or less parcel, and
there openly declareth the
quantity, and the certainty
of his land that she shall
have for her dower. In this
case the wife after the
death of her husband shall
enter into the said quan-
tity of land, of which her
husband endowed her with-
out the assignment of any
man.

Dowment by the Fathers
assent is, where the father
is seised of tenements in
fee, and his son and heir
apparent (when he is wed-
ded) endoweth his wife at
the Church door of parcel
of the lands or tenements

terres ou tenementes son pere, de assent son pere, et assigna la quantite et les parcelles. En cest cas apres la mort le fiz, la femme entra en mesme le parcel sans autre assignement de nuluy. Mes il ad estre dit. en ces cas, que il covient a la femme d'avoir un fiz. de le pere prouvant son assent et consent de cel Endowment. M. 40. E. 3. fo. 45.

Et si apres la mort le baron el entre et agree a aucun tiel dower ad ostium Ecclesie, donques el est conclude de claim aucun autre dower par la common ley dascun terres ou tenement: queux fueront a son baron, mes si el veult, el peut refuser tiel dower ad ostium Ecclesie, et donques el puit estre endowe selonque le cours de common ley.

Et nota, Que nul femme serra endowe, Ex assensu patris en le forme avaunt dit, mesques lou son baron est fiz et heir apparent a son pere. Quere de ceux deux cas de dowerment ad ostium Ecclesie, si la femme al temps de mort son baron ne passa l'age de neuf ans, si el avera tiel dower ou non.

of his fathers, by the assent of his father, and assigneth the quantity of the parcels: in this case after the death of the son, the wife shall enter into the same parcel without the assignment of any other. But it hath been said in this case, that it behoveth the wife to have a deed of the father, proving his assent and consent of such endowment. M. 40. E. 3. fo. 45.

And if after the death of her husband, she enter and agree to any such dower of the said two dowers at the Church door, then she is concluded to claim any other Dower by the Common Law of any lands or tenements, which were of the said husband. But if she will, she may refuse such dower at the Church door, and then she may be endowed after the course of the Common Law.

And note well, That no wife shall be endowed of the fathers assent in the form aforesaid, save where the husband is son and heir apparent to his father. But, enquire of these two cases of Endowment at the Church door, &c. if the wife at the time of the death of her husband pass not the age of nine years, if she shall have such dower or no. Et

*It nota, Que en toutz
cas es lou le certaintie ap-
piert, queux terres ou
tenementes feme avera
pur son dower, la feme
poit entrer apres la mort
son baron sans assignement
de nulluy. Mes lou le cer-
tainie ne appiert s'com:
destre endowe de la tierce
parte d'aver en seueraltie,
ove del moiete, selonque le
custome de tener en seve-
raltie; en tielx cas es il
covient que sa dower soit
a luy assigne apres la mort
del baron, pour ceo que
nest limitee devaunt as-
signement, quel partie des
terres ou tenementes el a-
vera pour sa dower.*

*Mes si soient deux
joyntenantes de certain
terre en fee, et l'un alien-
ceo que a luy appiert a un
auter en fee, qui prent
feme et puis devia; en
ceo cas la feme pur son
dower avera le tierce parte
de la moietie que son baron
ad purchase, a tener en
commen, et occuper en
commen, come son parte
amounta, ove sque l'heir son
baron, et ove sque l'auter
joyntenant, qui ne aliena
pas; pour ceo que en tiel
cas sa dower ne puit estre
assigne par metres et
boundes.*

And note well, That in
all cases where the certainty
appeareth, what lands or
tenements the wife shall
have for her dower, the
wife may enter after the
death of her husband with-
out assignment of any o-
ther. But where the cer-
tainty appeareth not, as to
be endowed of the third
part, to have in severall, or
to be endowed of the half
after the custome, to hold
in severalty; in such cases
it behoveth that her dower
be unto her assigned after
the death of her husband,
because it is not limited be-
fore the assignment, what
parts of lands or tenements
she shall have for her
dower.

But if there be two joint-
tenants of certain lands in
fee, and the one alieneth
that to him pertaineth and
belongeth, to another in
fee, which taketh a wife, &
after dyeth; in this case the
wife for her dower shall
have the third part of the
half that her husband pur-
chased, to hold in common,
and occupy in common, as
her part amounteth, with
the heir of her husband, &
with the other joyntenant
which aliened not; for that
in such case her dower may
be assigned by metres and
bounds.

Et

Et est ascavoir, que la feme ne jerra my endowe de terres ou tenementes, que son baron tient joyntment ouesque ou auzer al temps de son morant; mes lou il tient en common, autrement est, come en le cas prechein avantdit, 14. H. 4. 14.

Et est ascavoir que si tenant en le taile endowa sa feme ad ostium Ecclesie, come est avantdit, ceo servera pur petit ou nient a le feme, pur ceo que apres la mort son baron, lissue en le taile poit entra sur la possession la feme. Et issint poit ce-luy en le reversion, si ne soit issue en le taile en vie, &c.

Auxi, si homme seise en fee-simple (estcant deins age) endowa sa feme al huys de l'Eglise, et devie, et la feme entre; en ceo cas l'heir le baron luy puit ouster. Mes autrement est (come il semble) lou le pere est seise en fee, et le fiez deins age endowa sa feme Ex assensu patris, le pere donques estcant de plein age.

Auxi, il y ad un autre dower, qui est appel Dowerment de la pluins beale; et ceo est come en tiel cas, que homme seise de quarante acres de terre, et il

And it is to be understood, That the wife shall not be endowed of lands or tenements that her husband jointly held with another, at the time of his death; but where he holdeth in common it is otherwise; as in the case aforesaid. 14. H. 4. 14.

And it is to wit, That if the tenant in tail endow his wife at the Church door, as is aforesaid, that shall serve for little or naught to the wife; for that after the death of her husband, the issue in the tail may enter upon the possession of the wife. And so may he in the reversion, if there be no issue in the tail alive.

And if a man seised in fee-simple (being within age) endow his wife at the Church door, and dieth, and the wife entreth; in this case the heir of her husband may put her out. But otherwise it is as it seemeth where the father is seised in fee, and the son within age endow his wife, of his fathers assent, the father then being of full age.

And there is another Dower, which is called Dowerment de la pluins beale; and that is in such case, that a man is seised of forty acres of land, and

tient

tient vint acres de terre de les dites quarante acres de terre dun par service de chivalier, et les autres vint acres de terre dun autre en Socage, et prent feme, et eunt issue fitz, et morust son fitz esteant deins la aee de quatorze ans: et le seignior de qui la terre est tenu en chivalrie, entre en les vint acres de terre tenu de luy, et eux ad come gardeyn en chivalry durant le nonage lenfant, et la mere de lenfant entra en le remuant, et ceo occupia come gardeyn en socage, si entiel cas la feme porta breife de Dower enuers le gardeyn en chivalrie destre endowe de les tenementes tenu par service de chivalier en le court l'Roy ou en autre court; le gardeyn en chivalrye puit pleder en tiel cas tout cest matter, et monstre coment la feme est gardeyn en socage, come devant est dit, et pria que ferra adjuge par le court, que la femme luy mesme endower d le plus beale de les tenementes, que il ad come gardeyn en socage, solongue le value de le tierce partie que el clamer daver de le les tenementes tenu en chivalrie par son brief de doner.

and he holdeth twenty of the said forty acres of one man by Knights service, and the other twenty acres of another in Socage, and taketh a wife, and hath issue a son, and dieth, his son being within the age of fourteen years, and the Lord of whom the land is holden by Knights service entreth into the twenty acres of land holden of him, and then hath and occupieth as gardein in chivalry during the childs nonage, and the childs mother entreth in the remnant, and it occupieth as gardein or warden in Socage; if in this case the wife bring a Writ of Dower against the gardein in chivalry, to be endowed of the tenements holden by Knights service in the Kings court, or in any other court, the gardein in chivalry may plead in such case all the matter, and shew how the wife is gardein in socage, as is aforesaid; and pray that it may be adjudged by the Court, that the wife endow her self of the most fair, called *pluis beale*, of the tenements that she hath as warden in socage, after the value of the third part that she claimeth to have of the tenements in chivalry by her Writ of
Et

Et si la feme ceo ne puit
dedire, donques ne le juge-
ment serra fait, que le
gardein en chivalrie tien-
dra le terre tenu de luy du-
rant le nonage l'enfant quit
de la feme, &c. Et nota, que
apres tiel judgement done,
la feme puit prendre ses
vicines, et en leur presence
endower luy mesme per
metes et boundes de le
pluis beale partie de les
tenementes que el ad co-
me gardein en socage a le
value del tierce partie des
tenementes que le gardein
en chivalrie ad &c. Et
ceux daver et tener a luy
pur terme de sa vie, et
tiel dower est appelle, Do-
wer de la pluis beale; Et
cum hoc concordat Pas-
ch. 45. E. 3. Mes fuit
dit la, que apres ceo que
l'heire vient a son plein
age, la feme avera novel
action de dower vers l'heire
destre novelment endowe
avere del tierce partie de
tout, dount son baron mo-
rust seisse.

Et nota, Que tiel dow-
ment ne poet estre, mes
lou le jugement est fait en

dower. And if the wife may
not gain-say it, then the
judgement shall be made,
That the gardein in chival-
ry shall hold the lands
holden of him during the
nonage of the child quit
from the woman, &c. And
that the woman may en-
dow her self of the most
fair part of the lands that
she hath as gardein in so-
cage, to the value of the
third part that the gardein
in chivalry hath, &c. And
after such judgement gi-
ven, the wife may take her
neighbours, and in their
presence endow her self by
metes and bounds of the
fairest part of the tene-
ments that she hath, as gar-
dein in socage, to the va-
lue of the third part of the
lands that the gardein in
chivalry hath, and that to
have and hold for term of
her life. And such dower is
called Dower of the fairest
part, or de pluis beale. With
this agreeth Pasch. 45. Ed.
3. fo. 4. But there it was
said, That after the time
that the heir come to his
full age, the wife shall have
a new action of Dower a-
gainst the heir, to be en-
dowed of the third part of
all that the man died seised.

And note well, That such
dowment may not be, but
where the judgement is

le Court le Roy, ou en au-
ter court, et la feme oeo
poit faire pur salvacion de
lestare del gardein en chi-
valrie, durant le nonage
tenant.

Et issint poies voier
einqe maners de dowers,
scil: dower par le common
Ley; dower per le Custome;
dower ad ostium Eccle-
sie; dower ex Assensu pa-
tris, et dower de Plus
beale.

Et memorandum, Que
en chescun cas lou hime
prent feme seisie de tiel
estate des tenementes, &c.
issint que per impossibilite
lissue que il ad per sa feme
poit enheriter mesmes les
tenementes de tiel estate
que la feme ad come heire
al feme; en tiel cas apres
la mort la feme il avera
mesmes les tenementes par
la Courtisie Dengleterre,
et autrement nemy.

Et aussi, en chescun cas
lou la feme prent baron sei-
sie de tiel estate des tene-
ments, &c. issint que per
possibilite il pouvoit hap-
per, que la feme avoit as-
cun issue per son baron, le
quel issue pouvoit per possi-
bilitie enheriter mesme les
tenementes de tiel estate
que le baron ad come heire
a son pere, de tiels tene-
ments el avera sa dower,

given in the Kings Court,
or in some other Court, and
the wife may do this for
salvation of the estate of
the guardian in chivalry,
during the nonage of the
child.

And so you may see five
manner of Dowers, that is
to say, dower by the Com-
mon Law; dower by Cu-
stome, dower at the Church
door; dower of the Fathers
assent, and dower of the
Most fair.

And remember, that in
every case where a man
taketh a wife seised of such
estate of tenements, &c. so
that y^e issue that he hath by
his wife may by possibility
inherit the same tenements
of such estate that the wife
hath, as heir to the wife;
in such case, after the wife
is dead, he shall have the
same tenements by the
Courtisie of England, and
otherwise not.

And also, in every case,
where the wife taketh an
husband seised of such e-
state of tenements, &c. so
that by possibility it may
happen, that the wife may
have some issue by her hus-
band, and that the same
issue may by possibility in-
herit the same tenements
of such estate, that the hus-
band hath as heir to his fa-
ther; of such tenements the

et autrement nemy : Quant si tenementes sont donnees a un home et a les heires que il engendra de corps sa feme ; enziel cas la feme n'ad riens en les tenementes, et le baron ad estat forsque come donee en lospecial rayl ; Encore si le baron devie sans issue, mesme le feme serra endowe de mesme les tenementes, pour ceo que lissue que el per possibilite puiroit aver per mesme baron, puiroit inheriter mesme les tenementes ; mes si la feme deviait vivaunt son baron, et puis le baron prent autre feme et morust, sa seconde feme ne serra mye endowe en ceo cas : *causa qua supra.*

Nota, Si un home fuit seise de certaine terres, et prist un feme, et puis al en mesme la terre ove garranzie, et puis le feoffor et le feoffee deviont, et la feme del feoffor port un action de dower, envers le issue le feoffee, et il vouch le heire le feoffor, et pendent le voucher et nient termine, la feme le feoffee porte son action de dower envers le heire le feoffee, et demaundale tierce partie de ceo, de que son baron fuit seise, et ne vele demaunder le tierce partie de eux deux parties, de qui son baron

shall have her dower, and otherwise not ; for if the tenements be given unto a man, and to his heirs that he getteth on his wives body, in such the wife hath nought in the tenements, and the husband hath estate but as donee in special rayl ; yet if the husband die without issue, the same wife shall be endowed of the same tenements, for that the issue that she by possibility might have had by the same husband, may inherit the same tenements ; but if the wife decease, living that husband, which after taketh another wife, the second wife shall not be endowed in this Case : *causa qua supra.*

Note, That if a man be seised of certain lands, and take a wife, and after alien the same lands with warrantie, and after the feoffor and feoffee dye, and the wife of the feoffor bringeth an action of dower against the issue of the feoffee, and he vouches the heir of the feoffor, and during the voucher and not determined, the wife of the feoffee bringeth an action of dower against the heir of the feoffee, and demandeth the third part of all that her husband was seised, and would not demand the

*fuit seise, et fuit adjuge,
que el navera jugement
tanque l'auter plee fuit
termine.*

*Et nota, Que Vavisor
dit, qui si un home soit
seise de terre, et fait fe-
lony, et puis alien, et puis
est atteint, la feme ave-
ra bon action de Dower en-
vers le feoffee; mes si soit
eschete al Roy ou al sig-
nior, el navera brieve de
Dower. Et sic vide di-
versitatem, & quare
causam.*

third part of those two
parts that her husband was
seised, it was adjudged, that
she should have no judge-
ment until the time that the
other plea were determi-
ned.

And also Note, that Va-
visor saith, that if a man be
seised of lands, and commit-
teth felony, and alieneth,
and after is attained, the
wife shall have good action
of Dower aginst the Fe-
offee; but if it be escheated
unto the King, or unto the
lord, she shall have no writ
of Dower. And so see the
diversity, and enquire the
cause.

CHAP. VI.

Tenant for term of Life.

TENANT pur terme de
vie est, lou home
lessa Terres ou Te-
nementes a un autre pur
terme de vie le lessee, ou
pur terme de vie dun au-
tre home; en tiel cas le
lessee est tenant a terme de
vie: mes par common par-
lance, celui que tient pur
terme de sa vie demesne,
est appelle Tenant pour
terme de vie; et cestuy que

TENANT for term of life
is, where a man let-
teth Lands or Tene-
ments to another for term
of life of the Lessee, or for
term of life of another
man; in such case the Les-
see is tenant for term of
life: but by common lan-
guage, he that holdeth for
term of his own life, is cal-
led Tenant for term of life;
and he that holdeth for
que

que tient pur terme d'au-
ter vie, est appelle Tenant
pour terme d'auter vie.

Et est asavoir, que il
y ad le feoffor et le feof-
fee, et le donor et le do-
nee, et le lessor et le les-
see. Le Feoffor est pro-
perment lou home enseoffe
un auter en ascuns terres
ou tenementes en fee-sim-
ple, celuy que fist le foffe-
ment est appel Feoffor,
et celuy a que le foffement
est fait, est appelle Feof-
fee. Et le donor est pro-
prement lou un home done
certain terres ou tenemen-
tes a un auter en le taile,
celuy qui fist le done est
appel le Donor, et ce-
luy a qui le done est faite,
est appel Donee. Et le les-
sor est proprement lou un
home lessé a un auter cer-
taine terres ou tenementes
pur terme de vie, ou pour
termes des ans ou a tenir
a volunte, celuy que fist
le leas est appell Lessor,
et celuy a que le lease est
faite, est appell Lessee. Et
chescun que ad estate en
ascuns terres ou tenemen-
tes pour terme de sa vie,
ou pour terme d'auter vie,
est appelle tenant de
Frank-tenement, et nul
autre de meindre estate
peut aver frank-tenement;
mes ceux de greinder es-
tate ont frank-tenement.

term of another mans life,
is called Tenant for term
of another mans life.

And it is to be under-
stood, that there is feof-
for and feoffee, donor &
donee, lessor and lessee.
The Feoffor is properly
where a man enseoffeth an-
other in any lands or tene-
ments in fee-simple, he that
maketh the feoffment is
called Feoffor, and he un-
to whom the feoffment is
made, is called Feoffee. And
the Donor is properly
where a man giveth certain
lands or tenements to ano-
ther in the tayl, he that
maketh the gift is called
Donor, and he to whom
the gift is made is called
Donee. And Lessor is pro-
perly where a man letteth
to another certain lands
or tenements for term of
life, for term of years, or to
hold at will, he that ma-
keth the lease is called Les-
sor, and he to whom the
lease is made is called Les-
see. And every one that
hath estate in lands or te-
nements for term of his
own life, or for term of an-
other mans life, is called
Tenant of Free-hold; and
none of less estate may have
free-hold, but they of
greater estate may have
free-hold; for tenant in
fee-simple hath free-hold,

ment, car cestuy enfee-
simple ad frank-tenement,
et celuy en fee-taile ad
frank-tenement.

and tenant in Tayl hath
also free-hold.

CHAP. VII.

Tenant for term of Years.

Tenant pur terme des
Ans est, lou home
lessa terres ou tenementes
a un autre pour terme de
certaines ans selonque le
nombre des ans que est ac-
corde perentre le lessor
et le lessee, et quant le lessé
entre per force de le leas,
donques il est tenant pour
terme des ans, et si le les-
sor an tiel cas reserve a
luy un annuel rent sur tiel
leas, il puit eslier a dis-
treiner pur le rent en les
tenementes lesses ou il poit
aver un action de Dette
pour les arerages envers le
lessor; mes en tiel cas il
equivient que le lessor soit
seis de mesme leas tene-
mentes al temps del leas;
quar il est bone plee pour le
lessee a dire, que le lessor
n'avoit riens en les tene-
mentes al temps de le leas,
si non que le leas soit fait
per fait endente, en quel
cas tiel plee donques ne

Tenant for term of
Years is, where a
man letterth lands or tene-
ments to another for term
of certain years, after the
number of years that is ac-
corded between the lessor
and the lessee; and when
the lessee entreth by force
of the lease, then is he te-
nant for term of years; and
if the lessor in such case
reserve to him a yearly rent
upon such lease, he may
chuse for to distrain for the
rent in the tenements let-
ten, or else he may have an
action of Debt for the ar-
rerages against the lessee;
but in such case it behoveth
that the lessor be seised in
the same tenements at the
time of his lease, for it is
a good plea for the lessee
to say, That the lessor had
nothing in the tenements at
the time of the lease, except
the lease be made by deed
indented, in which case

giff

gist en le bouche le lessee a pleder.

Et est ascavoir, que en leas pour terme d'ans par fait ou sauns fait, il ne besoigne aucun livery de seisin destre fait, al lessee; mes il poit entre quant il voet, per force de mesme le leas: Mes de feoffementes faites en pays, ou donec en le taile, ou leas pour terme de vie, en tielx cases ou frank-tenement passera, si ceo soit per fait ou sauns fait, il covient aver un livery de seisin, &c.

Mes si home lessa terres ou tenementes per fait ou sans fait a terme des ans, le remainder oustre a un autre pour terme de vie, ou en le taile, ou en fee; donques in tiel cas il covient que lessor fait un livery de seisin a le lessee pur terme d'ans, ou autrement riens passa a eux en le remainder, coment que le lessee entra en les tenementes. Et si le termor en tiel cas entra devant aucun livery de seisin fait a luy, donques est le frank-tenement, et auxi le reversion en le lessor: mes si il fait aucun livery de seisin a le lessee, donques est le frank-tenement ouesque le fee a eux en le remainder selonque le fourme del

then such plea lyeth not for the lessee to plead.

And it is to be understood, that in a lease for term of years by deed or without deed, it needeth no livery of seisin to be made to the lessee, but he may enter whensoever he will by force of the same lease: But of feoffments made in the countrey, or gifts in the tayl, or leases for term of life; in such cases where free-hold shall pass, if it be by deed or without deed, it behoveth to have livery of seisin, &c.

But if a man let lands or tenements by deed or without deed for term of years, the remainder over to another for term of life, or in the tayl, or in fee, then in such case it behoveth that the lessor make livery of seisin to the lessee for term of years, or else there shall nothing pass to them in the remainder, though the lessee enter in the tenements. And if the termor in such case enter before any such livery of seisin made unto him, then is the free-hold and the reversion in the lessor; but if he make any livery of seisin unto the lessee, then is the free-hold with the fee to
grant,

*graunt, et nient a le vol-
lunte del lessor.*

*Et si aſcun home voite
faire feoffment per fait ou
ſans fait de terres ou te-
nements que il ad en plu-
ſeurs villes en un countie,
ſi le livery de ſeyſin ſoit
fait en un parcel de les te-
nements en un ville en le
noſme de toutes, ceo ſuffiſt
pur toutes les autres tor-
res, et tenements compre-
hendus deins meſme le
feoffment en tous les au-
tres villes deins meſme le
countie. Mes ſi home fait
un fait de feoffment des
terres ou tenements en di-
vers counties, la il covi-
ent en cheſcun countie a-
ver un livery de ſeyſin.*

*Et en aſcun cas home
avera per le graunt dun
auter fee-simple, fee-taile,
ou frank-tenement ſans li-
very de ſeyſin. Sicome
deux homes ſont, et cheſ-
cun de eux eſt ſeiſid dun
quantitie de terre deins
un countie, et lun graunta
ſa terre a lautre en eſ-
change pur la terre que
lauter ad, et en meſme le
manere, lautre graunta ſa
terre a le primer grantor
en eſchange pur la terre
que le primer grantor ad,
en ceo cas cheſcun poſt en-
trer en lautre terre iſſinz
priſe en eſchange, ſans aſ-*

*thom in the remainder af-
ter the form of the grant,
and will of the leſſor.*

And if a man will make
a feoffment by deed, or
without deed of lands or
tenements that he hath in
many Towns in one Shire,
if the livery of ſeiſin be
made in one parcel of the
tenements in one town in
the name of all, it ſufficeth
for all the other lands or
tenements comprehended in
the ſame feoffment, in all
other Towns in the ſame
Shire. But if a man make
a deed of feoffment of lands
or tenements in divers
ſhires, there it behoveth
him to have in every ſhire
a livery of ſeiſin.

And in ſuch caſe a man
ſhall have by the grant of
another, fee-simple, fee-
taylor, or free-hold, without
livery of ſeiſin. And if two
men be, and each of them
is ſeiſed of a quantity of
land within one ſhire, and
the one granteth his land
to the other in exchange
for that land that the other
hath; and in the ſame man-
ner the other granteth his
land unto the firſt grantor,
in exchange for the land
that the firſt grantor hath;
in this caſe each may enter
in the others lands ſo taken
in exchange, without any

en livery de seysin, et
tiel eschange fait per pa-
rolx des tenementes deins
mesme le countie, sans
ascun escripture, est assez
bon.

Et si terres ou tenemen-
tes soient en divers coun-
ties, cest assavoir ceo que
lun ad, est en lun countie,
et ceo que l'auter ad, est
en auter countie, la il co-
vient de aver un fait en-
dent desre fait entre eux
de tiel eschange.

Et nota, que en eschange
il covient que les estates
soient egales, que tielx
ambideux parties averont
en les terres issint eschan-
ges, car si lun voet et
graunt que l'auter auroit
sa terre en le taile, pur le
terre que il auroit del
graunt de l'auter en fee-
simple, coment que l'auter
soit agree a cel, cest es-
change est void, pour ceo
que les estates ne sont my
egales.

Et mesme le maner est
lou est grante et agree an-
ter eux, que lun avera
en lun terre, fee-taile, et
l'auter en l'auter terre for-
que a terme de vie, ou si
lun avera en lun terre
fee-taile general, et l'auter
en l'auter terre fee-taile
especial, &c. issint toutz
foits il covient que en es-
change les estates dambi-

livery of seisin; and such
exchange made by words,
of tenements within the
same shire, without any
writing, is good enough.

And if the lands or tene-
ments be in divers shires,
that is to say, if that the
one have, be in one shire,
and that the other have in
another shire, it behoveth
to have a deed indented
made between them of such
exchange.

And note, That in Ex-
change it behoveth that
the estates that both par-
ties have in the lands so
exchanged, be equal; for
if the one willeth & grant-
eth, that the other shall
have his land in the tayl,
for the land that he hath of
the grant of the other in
fee-simple, though the
other agree to that, yet this
exchange is but void, for
that the estates be nor
even.

In the same manner it is,
where it is granted and a-
greed between them, that
the one shall have in the
one land fee-tayl, and the
other shall have in the o-
ther land but term of life;
or if one shall have in the
one land fee-tayl general,
and the other in the other
land fee-tayl especial, &c.
So alway it behoveth that
deux

34 Tenant for term of Years.

deux parties soient egalles, cest asavoir si lun ad fee-simple en lun terre, et que lautre avera tel estare en lautre terre, et si lun ad fee-taille en lun terre, il convient que lautre avera semblable estare en lautre terre; Et sic de aliis statibus. Mes n'est n'ye riens a charge del egal value des terres, quar coment que la terre lun vaulx mult plus que la terre de lautre, ceo n'est riens a purpos, issint que les estates (par leschaunge fait) soient egalles; et issint en eschaunge sont deux grantees, quar chescun partie granteth sa terre a lautre en eschaunge, &c. et en chescun de leur grantees mencion sera fait de leschaunge.

Item, Si home lessa terre a un autre pur terme de ans, coment que le lessor morust devant que le lessé entre en les tenements, uncore il poit entre en masme les tenements apres la mort lessor, pur ceo que lessé per force de la leas ad droit maintenant d'aver les tenements selonque la forme de le leas: mes si home fait feoffment a un autre, et en l'etter d'attorney a un homme a deliverer a luy

in exchange the estate of both parties be even, that is to say, if the one have fee-simple in the one land, that the other shall have such estate in the other land; and if the one have fee-tail in the one land, then the other shall have likewise in the other land: Et sic de aliis statibus. But it is nothing to charge of the even value of the lands, for though that the land of the one is so much more in value than the land of the other, this is nothing to purpose, so that the estates made by the exchange be even; and in exchange be two grantees, for every party granteth his land to to the other in exchange, and in each of their grants mention shall be made of the exchange.

And if a man let land to another for term of years, though the lessor dye before the lessee enter into the tenements, yet may he enter into the tenements after the death of the lessor; for that, that the lessee by force of the lease hath right incontinent to have the tenements after the form of the lease: but if a man make a deed of feoffment unto another, and a letter of Attorney to a man to deliver to him seisin

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fo. 1.

seysin per force de mesme le fait ; uncore si livery de seysin ne soit fait en la vie celuy qui fesoit le fait ceo ne vauld riens, pur ceo que l'auter nad pas aucun droit d'aver les tenementes solongue le purport de le dit fait devaunt le livery de seysin : Et si nul livery soit fait, donques apres la mort celuy qui fist le fait, le droit de vielx tenementes est maintenant en son heire, ou en aucun auter.

Nota. Si tenementes soient lesses a un home pur terme de demy an, ou pour le quarter dun an, &c. en tiel cas si le lessor fait waste, le lessor avera envers luy brieve de Waste, et le brieve dira, Quod tenet ad terminum annorum : mes il avera un especial declaracion sur le verite de son matter, et le counte nahatera brieve pur ceo que il poit aver nul auter brieve sur le matter. An. 7. H. 7. fo. 1.

by force of the same deed ; yet if the livery of seisin be not made in the life of him that made the deed, it availeth not, for that the other hath no manner of right to have the tenements after the purport of the deed, before the livery of seisin, &c. and if no livery be made, then after the death of him that made the deed, the right of such tenements is incontinently in his heir, or in some other.

Also, if tenements be let to a man for term of half a year, or for term of a quarter of a year, &c. in such case if the lessee make waste, the lessor shall have against him a writ of Waste, and the writ shall say, Quod tenet ad terminum annorum : but he shall have a special declaration upon the truth of this matter, and the plea shall not abate the writ, for that he may have no other writ upon the matter. An. 7. H. 7. fo. 1.

CHAP. VIII.

Tenant at Will.

T'Enant a Volunte est, lou terres ou tenementes sont leſſes per un home a un autre, A aver et tener a luy a la volun- te le leſſor, per force de quel leas, le Leſſee est en poſſeſſion, en tiel cas le Leſſee est appellee tenant a volun- te, pour ceo que il n'ad aucun certaine ne ſure eſtate, quar le leſſor luy puis ouſter a quel temps que il luy pleiroit, uncore ſi le leſſee enblea la terre, et le leſſor apres l'enbleer, et devant que les blees ſont matures, luy ouſſa, uncore le leſſee avera les blees, et avera franke entre, egreſſe et regreſſe a ſoier, et carier les blees, pur ceo que il ne ſavoit a quel temps le leſſor voloit entrer ſur luy. Auterment est de tenant pour terme dan, qui conuſt le ſine de ſon terme, ſil enblea ſa terre, et le terme est ſine devant que les blees ſont matures; en ceo cas le leſſor ou celuy en la reverſion avera les blees

Tenant at Will is, where lands or tenements be letten by a man unto another, To have and to hold to him at the will of the Lessor, by force of which lease the Lessee is in possession; in such case the Lessee is called tenant at will, for that he hath no certain or sure estate, for the lessor may put him out at what time it pleaseth him; yet if the lessee sow the land, and the lessor, after the sowing, and before his grain be ripe, put him out; yet shall the lessee have his grain, and shall have free egress and regress, to reap and to carry his grain, for that he wist not at what time his lessor would enter upon him. Otherwise it is if tenant for term of years before the end of his term soweth the land, and the term end before that his grain be ripe; in this case the lessor, or he in the reversion shall have the grain, for that the fermor knew well the certainty of

pur

pur ceo que le termor bien conust le certeinte de son terme, et quant son terme serroit fine.

Nota. Si un mese soit lesee a un home a tenir a volonte, per force de quel le lesee enter en le mese, deins quel mese el porta ses utensiles del meason, et puis le lessor luy ousta; uncore il avera franke entrie, egressse et regresse en mesme le mese par reasonable temps de carier ses biens et utensiles. Si come home seise dun mese en fee-simple, fee-tailc, ou pur terme de vie, le quel ad certeine biens deins mesme le mese, et fait ses executors et devie, quicunque apres sa mort ad le mese; uncore les executors averont franke entrie, egressse et regresse de carier hors de mesme le mese les biens lour testator per reasonable temps.

Nota. Si un home fesoit un fait de feoffement a un auter de certain terre, et deliver a luy le fait, mes nemy livery de seisin: En ceo cas celui a qui le fait est fait poit entrer en la terre, et tener et occuper a la volonte celui qui fist le fait; pur ceo que il est prove

his term, and when his term should be ended.

Also, If a house be let to a man to hold at Will, by force of which the lessee entreteth into that house, within which house he bringeth his household-stuff, and after the lessor putteth him out; yet he shall have free entry, egress and regress, in the same house by reasonable time to carry his goods and household-stuff. And if a man be seised of a house in fee-simple, fee-tail, or for term of life, the which hath certain goods within the same house, and maketh his executors and deceaseth, whosoever after his death hath the house; yet shall his executors have free entry, egress and regress, to carry out of the house the goods of their testator for a reasonable time.

Also, If a man make a deed of Feoffment unto another of certain Land, and delivereth to him the deed, but no livery of seisin: In this case he to whom the deed is made may enter into the land, and hold and occupy it at the will of him that made the deed; for that, that it is proved

per les parolx del fait, que il est sa volonte que l'auter avera la terre, mes celuy que fist le fait luy poit ouster quant luy pleist.

Nota. Si un Mese soit lesee a un a tener a volonte, le lessee nest pas tenu a justeinier ou repareller les measons sicome tenant a terme des ans est tenu; mes si Lessee a volonte fait voluntary waste, sicome in abatement des measons, ou en couper des arbres, il est dit, que le Lessor avera de ceo envers luy action de Trespas: Si come Feo baile a un home mes barbitas a compester sa terre, ou mes beoffes pur arer sa terre, & il occist mes avers, Feo puissoy bien aver un action de Trespas envers luy, nient obstant le bailement.

Nota. Si le Lessor surziel lease a volonte reserve a luy un annuel rent, il poit distreiner pur le rent, ou aver de ceo un action de Dette a son election.

by the words of the deed, that it is his will that the other shall have the land; but he that made the deed, may put him out when he will.

Also, If an House be let to hold at will, the Lessee is not holden to sustain or repair the house as tenant for term of years is holden to do; but if the Lessee at will make voluntary waste, as in pulling down of houses, or in cutting or felling of trees, it is said, that the Lessor shall have for that against him an action of Trespasts: As if I deliver to a man my sheep to dung or marl his land, or mine oxen to till his land, and he slayerh the beasts, I may well have an action of Trespasts against him, notwithstanding the delivery

Also, If the Lessor upon such lease at will reserve unto him a yearly rent, he may distrein for the rent behind, or have for that an action of Debt at his own choice.

C H A P. IX.

Tenant by Copy of Court-Roll.

Tenant per Copie de Court-Rolle est, si come un home est fuisse dun manor, deins quel manor il y ad un custome qui ad este use de temps devant memorie ne courte, que les tenantes deins mesme le manor ont use daver terres & tenementes, A tener a eux & a leur heires en fee-simple, ou en fee-taille, ou a terme de vie, &c. a volonte le Seignior, solongue le custome de mesme le manor; et tiel tenant nient poit aliener le terre per fait: quar donques le Seignior poit entrer come en chose forfait a luy. Mes sil voet aliener son terre a un autre, il covient solongue ascun custome de surrender les tenementes en ascun courte, &c. en le maine le Seignior, al use celuy qui avera lestate, en tiel forme, ou a tiel effect: Ad hanc curiam venit A. de B. & sursum-reddidit in eadem curia, unum mesuagium, &c. in manus domini, ad usum C. de D. & heredum suorum, vel heredum de corpore suo ex-

Tenant by Copy of Court-Roll is, as if a man be seised of a Manor, within which Manor there is a custome, and hath been used time out of mind, that certain tenants within the same Manor have used to have lands or tenements, To hold to them and to their heirs in fee-simple, or in fee-tail, or for term of life, &c. at the will of the Lord, after the custome of the same Manor; and such tenant may not alienate the land by deed: for then the Lord may enter as in a thing forfeit to him. But if he will alienate his land to another, it behoveth him after some custome to surrender the tenements in some Court, &c. into the Lords hands to the use of him that shall have the estate, in such form, or to such effect: Ad hanc curiam venit A. de B. & sursum-reddidit in eadem curia, unum mesuagium, &c. in manus domini, ad usum C. de D. & heredum suorum, vel heredum de corpore suo ex-

40 Tenant by Copy of Court-Roll.

sum C. de D. & hæredum suorum, vel hæredum de corpore suo exeuntium, vel pro termino vite sue, &c. Et super hoc venit prædictus C. de D. & cepit de domino in eadem curia mesuagium prædictum, & habendum & tenendum sibi & hæredibus suis, vel sibi & hæredibus de corpore suo exeuntibus, vel sibi, ad terminum vite sue, ad voluntatem domini, secundum consuetudinem manerii, faciendo & reddendo inde redditus, debita servitia, & consuetudines inde prius debita & de jure consueta, &c. & dat domino pro fine, &c. & fecit domino fidelitatem, &c.

Et tielx tenants sont appellees Tenants per Copie de Court-roll; pur ceo que ils n'ont autre evidence concernant leur tenementes forsque les copies des Rolles du Court, & tielx tenants ne enplederont, ne seront enpledes de leur tenementes per briefe de Roy; mes fils voillent enpleder auters pur leur tenementes, ils averont un plaint fait en le court le Seignior en tiel forme, ou a tiel effect: A. de B. queritur versus C. de D. de placiti-

entium, vel pro termino vite sua, &c. Et super hoc venit prædictus C. de D. & cepit de domino in eadem curia mesuagium prædictum, & habendum & tenendum sibi & hæredibus suis, vel sibi & hæredibus de corpore suo exeuntibus, vel sibi, ad terminum vite sue, ad voluntatem domini secundum consuetudinem manerii, faciendo & reddendo inde redditus, debita servitia, & consuetudines inde prius debita & de jure consueta, & dat domino pro fine, &c. Et fecit domino fidelitatem, &c.

And such tenants be called tenants by Copy of Court-Roll, for that they have none other evidence concerning their tenements but the copies of the Court-rolls; and such tenants shall not implead, nor be impleaded for their tenements by the Kings writ; but if they will implead others for their tenements, they shall have a plaint made in the Court of the Lord in such form, or to such effect: A. de B. queritur versus C. de D. de placito terra,

Tenant by Copy of Court-Roll. 41

to terra, videlicet de uno mesuagio, quadraginta acris terra, quatuor acris prati, &c. cum pertinentiis. Et facit protestationem sequi querelam istam in natura brevis domini Regis assise mortis antecessoris ad communem legem, vel brevem domini Regis assise novae disseisine ad communem legem.

Et coment que ascuns tielx tenantes ount enheritance solongue le custome del manor, uncore ils nount estate forsque a volunte le Seignior solongue le cours del commen Ley: car il est dit, si le Seignior eux ousta, ils nount auter remedy forsque de suer a leur Seignior per petition; car s'ils avera remedie, ils ne serra dit tenantes a volunte le Seignior, solongue le custome del manor, mes le Seignior ne voet infreinder le custome que est reasonable en tielx cases. Mes Brian chiefe Justice dit, que son opinion ad tous foirs este, & unques serra, si tiel tenant per le custome, paiant ses services, soit eject per le Seignior, que il avera action de Trespas vers luy. H. 21. E. 4. 80. Et issint fait l'opinion de Dauby chiefe Justice, M. 7.

videlicet de uno mesuagio, quadraginta acris terra, quatuor acris prati, &c. cum pertinentiis. Et facit protestationem sequi querelam istam in natura brevis domini Regis assise mortis antecessoris ad communem legem, vel brevem domini Regis assise novae disseisine ad communem legem.

And though that some such tenants have inheritance after the custome of the Manor, yet they have none estate but at the Lords will, and after the course of the common Law: for it is said, if the Lord put them out, they have no other remedy, but to sue unto the Lord by petition; for if they had any other remedy they should not be said tenants at the Lords will after the custome of the manor; but the Lord will not break the custom that is reasonable in such cases. But Brian chief Justice saith, that his opinion alwayes hath been, and alwayes shall be, if such a tenant by custom, paying his services, be cast out by the Lord, he shall have an action of Trespasse against him. H. 21. E. 4. 80. And likewise was the opinion of Dauby chief Justice, M. 7. F. 4. 19. for

E. 4. 19. *quar il dit que le tenant per le custome est cy bien enheriter daver son terre solongue le custome, come cestuy qui ad frank-tenement al common Ley. 7. E. 4. 19.*

he saith, that the tenant by the custom is as well inheritor to have the land after the custom, as he that hath a frank-tene-ment by the common Law.

CHAP. X.

Tenant by the Verge.

TEnantes per le Verge sont tenantes en autre nature come tenantes per le copie de Court-roll, mes la cause par que ils sont appellees tenantes per la Verge est, pur ceo que quant ils voillent surrender leur tenementes en le maine leur Seignior al use dun autre, ils averont un petit vierge, per le custome en leur maine; le quel ils bayleront al senechal, ou al bayliffe solongue le custome et use del manor, & celuy qui avera la terre, prendra mesme la terre en la court, et son prisel serra entre en le rolle, & le senechal ou le bayliffe solongue le custome, del vera a celuy qui prent la terre mesme le vierge, ou un autre en mesme del seisin, & pur

TEnants by the Verge be in such nature as tenants by Copy of Court-roll; but the cause for which they be called tenants by the Rod, or Verge, is, for that when they will surrender their tenements into the Lords hand to the use of another, they shall have a little verge or rod by the custom and use, in their hands, which they shall deliver unto the steward or bayliff, after the custom and use of the manor; and he that shall have the land, shall take the same land in the Court, and his taking shall be entred in the roll; and the steward or the bayliff, according to the custom, shall deliver unto him that taketh the land, the same verge or another verge in the name of seisin,

act

cel cause ils sont appellez Tenantes per le Verge, mes ils nount auter evidence, si non per Copy de Court-roll.

Et auxi en divers autres seigniories & manors il y ad tiel custome, si tiel tenant qui teigne per custome voloit aliener ses tenementes, il puit surrender ses tenementes a le bayliff ou a le reeve, ou a deux probes homes del seigniorie al use celuy qui avera la terre, d'aver en fee-simple, fee-taile, ou pur terme de vie, &c. & tout ceo ils presenter al prochain court, en-donques celuy qui avera la terre per copy de Court-rolle, avera mesme la terre selonque l'entent del surrender.

Et issint est ascavoir, que en divers seigniories & divers manors sont plusieurs divers customes en tielx cases, quant a prender tenementes, & quant a pleder, & quant a autres choses & customes a fait, & tout ceo qui nest pas enconunter reason poit bien estre admiste & allowe.

Et tielx tenantes que teignent selonque le custome del manor, ou estate demeritance selonque le

and for this cause they be called Tenants by the Verge, but they have none other evidence but Copy of the Court-roll.

And also in divers lordships and manors there is such a custom, if such a tenant that holdeth by custom will alien his lands or tenements, he may surrender his lands unto the Bayliff, or to the Reeve, or to two prudent men of the same lordship, to the use of him that shall have the land, to have in fee-simple, fee-tail, or for term of life, &c. and all that shall be presented at the next Court; and then he that shall have the land by Copy of Court-roll, shall have the same land after the intent of the surrender.

And, it is to wit, that in divers lordships and divers manors there be made divers customes in such cases, as to make tenements, and as to plead, and as touching other things and customes to be done, and all that is not against reason, may well be admitted and allowed.

And such tenants that hold after the custom of a seigniorie, or after the custom of a manor, though

custome

*custome del manor, uneore
par ceo que ils n'ont aucun
frank-tenement per le
cours de common Ley, ils
sont appellez tenants per
bas tenure.*

*Et divers diversities
sont parement tenant a vo-
lunte que est eins per leas
son lessor per le cours del
common Ley, & tenant so-
longue le custome del ma-
nor en la forme avantdit.
Car tenant solongue le ou-
stome puit avora estate
denheritance (come est a-
vantdit) al volunte le
seignior solongue le custome
& usage del manor; mes
si home ad terres ou tene-
mentes queux ne sont deins
riel manor ou seignorie,
ou riel custome ad este use
en le forme avantdit, &
voillet lessor rielx terres
ou tenementes a un autre,
il avora & tener a luy
& ses heires a le volunte
le lessor, ceaux parolles a ses
heires de lessee sont voides.
Car en ice cas si le lessee
devis, & son heire entre,
le lessor avora bon action
de Trespas envers luy;
mes nemy issint envers
l'heire le Tenant per le cu-
stome, &c. pur ceo que
le custome de le manor en
aucun cas luy puit aider
debarer son Seignior en*

they have estate of inheri-
tance after the custom of
the lordship, or of the ma-
nor, yet because they have
not any free-hold by course
of the common Law, they
be called Tenants by Base
tenure.

And diversities there be
between a tenant at will,
which is in by the lease of
his lessor by the course of
the common Law, and te-
nant after the custom of
the manner in the form a-
foresaid. For tenant at will
after the custom may have
estate of inheritance as it is
aforesaid, at the Lords will,
after the custom and usage
of the manor; but if a man
have lands or tenements
which be not within such
manor or lordship where
such custom hath been used
in the form aforesaid, and
will let such lands or te-
nements to another, To
have and to hold to him
and to his heirs at the will
of this lessor, these words,
to the heirs of the lessee be
void, for this is the cause,
if the lessee die and his
heir enter, the lessor shall
have a good action of Tres-
pass against him, but not so
against the heir of the re-
nant by the custom in any
case, &c. for that the cu-
stom of the manor in some
case may help him to barr

action

action de Trespas, &c.

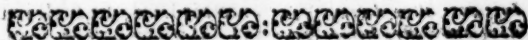
Nota. Que tenant per le custome en ascun lieux doit repaier & susteiner ses measons, & l'auter tenant a volonte nemy.

Nota. Que tenant per le custome ferra fealtie, & l'auter nemy; & plusieurs autres diversities sont parenter eux, &c. Vide 10. H. 6. 14. 20. H. 6. 31.

his Lord in an action of Trespafs, &c.

Also, Tenant by the Custom in some places ought to repair and sustain the houses, and the other Tenant at Will ought not.

Also, One by the custom shall do fealty, and the other not; and divers other diversities there be between them, &c. See 10. H. 6. 14. 20. H. 6. 32.



The Second B O O K.

C H A P. I.

Of Homage.

HOmage est le plus honorable service, & plus humble service de reverence, que frank-tenant poit faire a son Seignior: quar quant le tenant ferra Homage a son Seignior, il ferra disceint, & son teste discoverer, & son Seignior seera, & le tenant genulera devant luy ambideux genues, & tiendra ses mains jointes ensemble entre les mains le Seignior, & issint dira, J'eo deveigne vostre

HOmage is the most honourable service, & most humble service of reverence & a frank tenant may do to his Lord: for when the Tenant shall make Homage to his Lord, he shall be ungirt, and his head uncovered, and his Lord shall sit, and the Tenant shall kneel before him on both his knees, and hold his hands jointly together between the hands of his Lord, and shall say thus, I become your man from home

home de ceo jour en apres
de vie & de membre, &
de terrene honor, & a
vous serra foial & loial,
& foy vous portera des
tenementes que Feo clai-
mer de tener de vous,
salve le foy que Feo doy
a nostre Seignior le Roy,
& donques le Seignior is-
sint seant luy baisera.

Mes si un Abbe, ou un
Pryor, ou auter home de
religion serra homage a son
Seignior, il ne dirra, Feo
deveigne vostre home, &c.
pur ceo que il ad luy pro-
fesse pur estre tant sole-
ment le home de Dieu :
mes il dirra issint, Feo
vous face homage, & a
vous serra foial & loial,
& foy a vous portera des
Tenementes que Feo teigne
de vous, salve la foy que
jeo doy a nostre Seignior le
Roy.

Nota. Si feme sole
serra homage a son Seigni-
or, el ne dirra, Feo de-
veigne vostre feme, pur
ceo que nest convenient
que feme dirra, el devi-
endra feme a ascun for-
que a son baron quant il
est sponse ; mes el dirra,
Feo face a vous homare,
& a vous serra foial &
loyal, & foy vous portera
des tenementes que Feo
teigne de vous, salve la foy
que jeo doy a nostre Seigni-
or le Roy.

this day forward, of life
and limb, and of earthly
worship, and unto you shall
be true and faithful, and
bear you faith for the tene-
ments that I claim to hold
of you, saving the faith
that I owe unto our sove-
raign Lord the King, and
then the Lord so sitting
shall kiss him.

But if an Abbot, or Prior,
or any other man of reli-
gion shall make homage
unto his Lord, he shall not
say, I become your man,
for that he hath professed
himself only to be Gods
man : but he shall say thus,
I do you homage, and unto
you shall be true and faith-
ful, and bear you faith for
the tenements that I claim
to hold of you, saving the
faith that I owe unto our
sovereign Lord the King.

Also, if a woman sole
shall make homage unto
her Lord, she shall not say,
I become your woman, for
that is not convenient for
a woman to say that she
shall become the woman to
any but only to her hus-
band when she is wedded ;
but she shall say, I make
unto you homage, & to you
shall be true and faithful,
and shall bear you faith for
the tenements that I hold
of you, saving the faith that
I owe unto our sovereign
Lord the King. Item,

Item, Home puit veier en un bone note, M. 15. E. 3. lou un home & sa feme fieront homage & fealty eule common banke, quel est escrie en tiel forme: Nota, Que J. Leukner & Elizabeth sa feme fieront homage a W. Thorp en cest manner; lun & l'auter tiendront joyntment lour mains enter les mains W. T. & le baron dit en cest forme: Nous vous ferromus homage & foy a vous porterons, pur les tenemens que nous teignomus de A. vostre conusor, que a vous ad grant nostre services en B. et C. & autres villes, &c. encounter tous gentz; salve a foy que nous devons a nostre Seignior le Roy & a ses heires, & a nostre auter Seigniors; & lun & l'auter luy baseront. En puis ils fieront fealty, & lun & l'auter tiendront lour mains sur un lieur, & le baron dit les parolx, & ambideux baseront le lieur.

Mes si un home ad several tenementes, queux il tient de several Seigniors, scil. chescun tenancy per homage, donques quant il fait homage a un de ses Seigniors, il dirra en la fine de son homage, salve la foy que Jeo doy a no-

Also, a man may see a good note in M. 15. E. 3. where a man and his wife did homage and fealty in the Common place, which is written in this form; Note, That J. Leukner and Elizabeth his wife did homage to W. Thorp, in this manner, The one and the other held their hands joyntly between the hands of W. T. and the husband saith in this form; We do to you homage, and faith to you shall bear for the Tenements which we hold of A. your Conusor, who hath granted to you our services in B. and C. and other Towns, &c. against all people; saving the faith which we owe to our Lord the King and to his heirs, and to our other Lords; and both the one and the other kissed him. And after they did fealty, and both of them held their hands on the book, and the husband said the words, and both kissed the book.

But if a man have several tenancies which he holdeth of several Lords, that is to say, every tenancy by homage, then when he maketh homage unto one of his Lords, he shall say in the end of his homage, Saving the faith that
 fire

Etre Seignior le Roy, & a mes autres Seigniors.

Nota, Que nul ferra homage, mes tiel que ad estate en fee-simple, ou en fee-taile en son droit demesne, ou en droit d'un autre. Car il est un maxime en Loy, que il qui ad estate forsque pour terme de vie, ne ferra homage, ne prendra homage. Car si feme ad terres ou tenementes en fee-simple, ou en fee-taile, queux el tient de son Seignior per homage, & prent baron, & ouit issue donques le baron en la vie, la feme ferra homage, pour ceo que il ad tisle d'aver les tenementes par le Courtesie; si survivesquist sa feme, & auxi il tient en droit de sa feme. Mes devant issue eue entre eux, le homage ferra fait en l'our ambideux nosmes. Mes si la feme de vie devant homage fait per le baron en la vie sa feme, & le baron luy tient eins come tenant per le Courtesie, donques il ne ferra homage a son Seignior, pur ceo quil a donques had estate forsque pur terme de vie.

Plus surra dit de homage en le tenure per homage auncestrel.

I owe unto the King, and unto my other Lords.

And note well, that none make homage but such as have estate in fee-simple, or in fee-tail in his own right, or in another mans right. For it is a ground in the Law; That he that hath estate but for term of life, shall make none homage, nor take no homage. For if a woman have lands or tenements in fee-simple or in fee-tail, which she holdeth of her Lord by homage, and taketh an husband, and hath issue, then the husband in the life of the wife shall make homage; for that he hath title to have the land by the Courtesie, if he survive his wife, and also he holdeth in the right of his wife. But afore issue between them, the homage shall be made in both their names. But if the wife do cease before homage made by the husband in the wives life, and the husband holdeth himself in as tenant by the Courtesie, he shall make no homage unto his Lord, for that he hath then none estate but for term of life.

More shall be said of Homage in the Tenure of Homage-auncestrel.

CHAP. II.

Of Fealty.

F Fealty idem est quod Fidelitas en Latyn ; et quant frank-tenant ferra fealty a son Seignior, il tiendra sa mayne dextre sur un lieure, & dirra issint ; Ceo oyes vous mon Seignior, que jeo a vous ferra foyal & loyal, & foy vous portera des reno- mentes qui jeo clamer a tener de vous, & qui loy- alment vous ferra les cus- tomes & services, que faire a vous doy as termes assignes ; sicome moy ayde DIEU & ses Saintes ; & basera le lieure : mes il ne genulera quant il fait Fealty, ne il ne ferra ziel humble reverence, come avaut est dit en Homage : quar home ne puit estre fait forsque a Seignior mesme ; mes le Seneschall de court le Seignior, ou Bayliff puit prendre fealty pur le Seignior.

Nota, Qui tenant a terme de vie ferra fealty & uncore il ne ferra ho- mage ; & divers autres

F Fealty is as much to say as *Fidelitas* in Latin ; and when a frank-tenant shall make Fealty unto the Lord, he shall hold his right hand upon a book, and shall say thus ; Hear you this my Lord, That I unto you shall be faithful and true, and bear you faith for the lands or tenements that I claim to hold of you, and truly to you shall do the customes and services that I ought to do unto you at times assigned ; as GOD me help and all his Saints ; and then he kissed the book : but he shall not kneel when he maketh his Fealty, nor shall make such humble re- verence as is aforesaid in Homage : for homage may not be made but to the Lord himself, but the Stew- ard of the Lords court, or the Bailiff may take fealty for the Lord.

Also, Tenant for term of life shall make fealty, and yet he shall make none ho- mage ; and divers other

diversities y sont parenter
homage & fealty.

Plus serra dit de fealty en
le tenure en socage, & en
le tenure en frank-almoign,
& en le tenure per ho-
mage-auncestral.

diversities there be between
homage and fealty.

More shall be said of
Fealty in the tenure of So-
cage, and in the tenure of
Frank-almoign, and in the
tenure of Homage-aunce-
strel.

CHAP. III.

Of Escuage.

Escuage est appell en
Latyn Scutagium,
ad est, servitium Scuti;
& tiel tenant qui tient
sa terre per Escuage, il
tient per service de chiva-
ler; & ainsi il est commu-
nement dit, que ascun
tient per un fee de ser-
vice de chivaler, & as-
cun per le moietie dun fee
de service de chivaler, &c.
Et il est dit qui quant le
Roy face voyage royal en
Escose pur subduer les
Scotts, donques il qui
tient per un fee de service
de chivaler, covient estre
ove le Roy per quarante
jours bien & convenable-
ment aray pur le guerre.
Et ecluy qui tient sa ter-
re per le moietie dun fee per
service de chivaler covient
estre oveque le Roy per

Escuage is called in La-
tine Scutagium, that
is to say, service of
Shield; and such a tenant
that holdeth his land by
Escuage, holdeth by Knights
service; and also it is com-
monly said that some hold
by a fee of Knights service,
and some by the half-fee of
Knights service, &c. And
it is said that when the
King maketh a voyage roy-
al into Scotland for to sub-
due the Scotts, he that hold-
eth by a fee of Knights ser-
vice, behoveth to be with
the King by forty days well
and convenably arrayed for
the war. And likewise, he
that holdeth his land by
the half of a fee by Knights
service, ought to be with
the King by twenty days;
and he that holdeth his
vingt

vingt jours ; & il qui
tient sa terre per le quart
part d'un fee per service de
cheualer, couient estre
ouesque le Roy per diux
jours ; & issint qui plus
pluis, & qui minus minus.

Mes il appiert per les
pleas & argumentes faits
en un bon plee sur breue de
detinue de un escript obli-
gatory, port per un Henry
Gray, T. 7. E. 3. qui ne
besoigne a celuy qui tient
per escuage de aler ouesq;
le Roy luy mesme, sit voile
trove un auter person able
pur luy, convenablement
array pour le guerre, de
aler ouesque le Roy ; &
ceo semble estre bon raison :
car poit estre qui celuy
qui tient per tielx servi-
ces est languissant ; issint
qui il ne poet aler ne che-
vaucher. Et auxi, un Ab-
be ou auter home de reli-
gion ou feme sile qui tient
per tielx services, ne doit
en tiel cas aler en proper
persón. Et sir W. Herl
adonques chiefe Justice de
common bank, disoit en
tiel plee, que escuage ne
serroit grant mes que lou
le Roy alast luy mesme en
son proper persón. Et fust
demurre en judgement en
mesme le plee, si les qua-
rante jours serrent ac-
comptes de le primer jour

land by the fourth part of
a fee by Knights service,
him behoveth to be with
the King by ten dayes ; and
so after the quantity, he
that hath more, to do more ;
and he that hath less to do
less.

But it appeareth by the
pleas and arguments made
in a good plea upon a writ
of Detinue of an obligation
brought by one Henry Gray,
T. 7. E. 3. that it needeth
not to him that holdeth by
escuage to go himself, if he
will find an able person for
the war, convenably array-
ed for the war, to go with
the King ; and that seem-
eth good reason : for it may
be, that he that holdeth by
such service is sick, in such
wise that he may not go
nor ride. And also an Ab-
bot or any other person of
religion, or a woman sole
that holdeth by such ser-
vice, ought not in such case
to go in proper person. And
Sir W. Herl that time chief
Justice of the Common
pleas, said in the said plea,
That Escuage shall not be
granted but where the King
himself goeth in proper
person. And so it abode in
judgement of the same plea,
if these forty dayes shall be
accounted from the day of
the muster of the Kings
host made by the commons,

del monſtre de hoſte le Roy
fait per les communes, &
per commandement le
Roy, ou de le jour que le
Roy primes entra en Eſ-
coſe: ideo quare de hoc.

Et apres tel voyage royal
en Eſcoſe il eſt comune-
ment dit, que per auctori-
tie de Parliament que leſ-
cuage ſerra aſſeſſe & myſe
en certain, ſcil. certain
ſomme d'argent; car cheſ-
cun que tient per entier fee
per ſervice de chivaler, que
ne voit aler luy meſme ne
per un autre pour luy o-
ueſque le Roy, paiera a
ſon Seigneur, de qui il tient
la terre per eſcuage; ſicome
vintimus que il fuit or-
deigne per auctortie de la
Parliament, que cheſcun
que tient per entier fee
per ſervice de chivaler,
que ne fuit oueſque le Roy,
payera a ſon Seigneur 40 s.
d'ouques ceuluy que tient
per moietie d'un fee per ſer-
vice de chivaler ne payera
a ſon Seigneur forſque 20.
ſols; & celuy que tient
per la quart part de fee
per ſervice de chivaler ne
payera forſque 10. ſols,
& ſic que plus, plus,
& que meins, meins.

Et aſcun tenants tei-
gnent per le caſtome, Qui
ſe eſcuage courge per au-
thortie de Parliament, a
aſcun ſumm de money, que

and by the Kings com-
mandment, or elſe from
the day that the King firſt
entreteth into Scotland, &c.
therefore enquire of this.

And after ſuch a royal
voyage into Scotland, it is
commonly ſaid, that by the
authority of Parliament, the
Eſcuage ſhall be ſet and
put in certain, that is to
ſay, a certain ſumm of mo-
ney how much every one
that holdeth by a whole
fee of Knights ſervice
which was not in his own
proper perſon, nor none
other for him with the
King, ſhall pay unto the
Lord of whom he holdeth
his land by Eſcuage; as
put caſe that it was or-
dained by authority of Par-
liament, that every one
that holdeth by a whole fee
by Knights ſervice, which
was not with the King,
ſhall pay to his Lord forty
ſhillings; then he that hold-
eth by the half of a fee by
Knights ſervice, ſhall pay
unto his Lord but 20. ſhil-
lings: and ſo who more,
more; and who leſs, leſs.

And ſome tenants hold,
That if Eſcuage run by au-
thority of Parliament to
any ſumm of money, that
they ſhall pay but the half

ils ne paieront forſque le moyeſie de ceo, & aſcuns teignent, quilz ne paieront forſque le quari part de ceo. Mes pur ceo quil eſcuage quil paieront eſt non certaine coment le Parliament aſſeſſera leſcuage; eux teignent per ſervice de chivaler. Mes autrement eſt de leſcuage certaine, de que ſerra parle en le tenure per Socage.

Et ſi home généralement deſcuage, il ſerra entendus per common parlance deſcuage non-certain, que eſt ſervice de chivaler, & tiel Eſcuage trait a luy homage, & homage trait a luy Fealtie; car fealtie eſt incident a cheſcun manere de ſervice forſque a le tenure en Frank-almoign, come ſerra dit apres en le Tenure de Frank-almoigne. Et iſſint il qui tient per Eſcuage, tient per Homage, Fealtie & Eſcuage.

Et eſt aſcavoir, Que quant Eſcuage eſt tielment aſſeſſe per auctoritie de Parliament, cheſcun Seigneur de que la terre eſt tenu per Eſcuage, avera leſcuage iſſint aſſeſſe per Parliament, pur ceo que il eſt entendus per la ley, que au commencement tielx tenements, fueront dones per les Seigniors a les te-

of that ſumm, and ſome but the fourth part of that ſumm. But becauſe the Eſcuage that they ſhall pay is not certain, for that it is at no certain what the Parliament will aſſeſſe the Eſcuage, they hold by Knights ſervice. But otherwiſe it is of Eſcuage certain, of which ſhall be ſpoken in the tenure of Socage.

And if a man ſpeak generally of Eſcuage, it ſhall be underſtood by the common ſpeech of Eſcuage not certain, which is Knights ſervice; and ſuch Eſcuage draweth unto him homage, and homage draweth unto him fealty; for fealty is incident to every manner of ſervice but to the tenure of Frank-almoign, as it ſhall be ſaid hereafter in the Tenure of Frank-almoign. So as he that holdeth by Eſcuage, holdeth by Homage, Fealty and Eſcuage.

And it is to be underſtood, That when Eſcuage is ſo aſſeſſed by authority of Parliament, every Lord of whom the lands are held by Eſcuage, ſhall have the Eſcuage ſo aſſeſſed by the Parliament, becauſe it is to be underſtood by the Law, that at the beginning ſuch tenements were given by the Lords to hold by ſuch

hant de tenir per tielx
ſervices a defendre leur
Seigniors, auxi bien come
le Roy, & miſſer en quiet
leur Seigniors & le Roy,
de les Scotts avantdits.

Et pur ceo que tielx te-
nements deviendront pri-
miers des Seigniors, il eſt rea-
ſon que ils averont leſcuage
de leur tenants. Et les ſei-
gniors en tiel cas purront
diſtreiner pur leſcuage iſ-
ſint aſſeſſe, ou ils purront
avera brieſſe le Roy, direct
al Viſcounts de meſme les
Counties, &c. de levier
tiel Eſcuage a eux, ſcome
appiert per le Regiſter.
Mes tielx tenants queux
teignent per Eſcuage de
Roy, queux ne fueront
oveſque le Roy en Eſcoce,
le Roy meſme avera leſ-
cuage.

Nota, En tiel cas a-
vantdit le Roy face un
voyage royal en Eſcoce,
& leſcuage eſt aſſeſſe per
Parliament, ſi le Seignior
diſtreigne ſon tenant que
tient de luy per ſervice
d'entier fee de chivaler pur
leſcuage iſſint aſſeſſe, &c.
& le tenant plede, & voit
averrer quel ſuit oveſque
le Roy en Eſcoce, &c.
per quarante jours, & le
Seignior voit averrer le
contrarie, donques il ſerra
orie per le certificat del
Marſhal doſtel de Roy in

ſervices, to defend their
Lords as well as the King,
and to ſet in quiet and reſt
their Lords, and the King
of Scots aforeſaid.

And for that ſuch tene-
ments came fiſt of the
Lords, it is reaſon that they
have the Eſcuage of their
tenants. And the Lords in
ſuch caſe may diſtrein for
the Eſcuage ſo aſſeſſed, or
they may have the Kings
Writs directed unto the
Sheriffs of the Shires to le-
vie ſuch Eſcuage for them,
as it appeareth by the Re-
giſter. But of ſuch tenants
that hold of the King by
Eſcuage, which were not
with the King in Scotland,
the King himſelf ſhall have
the Eſcuage.

Note, That in ſuch caſe
aforeſaid, where the King
maketh a voyage royal into
Scotland, and the Eſcuage is
aſſeſſed by Parliament, if
the Lord diſtrein his tenant
that holdeth of him by ſer-
vice of a whole Knights
fee, for the Eſcuage ſo aſ-
ſeſſed, &c. and the tenant
pleadeth and will averr
that he was with the King
in Scotland by forty dayes,
and the Lord will averr the
contrary, it is ſaid that it
ſhall be tryed by the certifi-
cation of the Marſhal of

ſcript

escript south son scale, que the Kings host in writing
serra myse a ses Justices. under his seal, which shall
be sent to the Justices.

C H A P. I V.

Tenure by Knights service.

TENURE per homage, fealtie & escuage, est a tener per service de chivaler, & trait a luy garde, mariage, & relief; car quant tiel tenant morust, & son heire male esteant deins l'age de 21. ans, le Seignior avera la terre tenu de luy tant al age del heire de 21. ans, le quel est appel plein age, pur ceo que tiel heire per entendement de ley nest pas able de faire tiel service de chivaler devant l'age de 21. ans: Et auxi si tiel heire ne soit marie al temps de mors de tiel ancestor, donques le Seignior avera le garde & le mariage de luy. Mes si tiel tenant devie, son heire female esteant dore de 14. ans, ou de plus, donques le Seignior n'avera my le garde de terre ne de corps, pur ceo que feme de tiel age poit aver baron able de faire service de chiva-

TENURE by homage, fealtie and escuage, is to hold by Knights service, and it draweth unto it ward, marriage and relief; for when such a tenant dyeth, his heir male being within the age of 21. years, the Lord shall have the land holden of him unto the age of the heir of 21. years, which is called plain or full age, for that such an heir by the understanding of the Law, is not able to do Knights service before the age of 21. years: And also if such an heir be not married at the time of the death of his ancestor, then the Lord shall have the ward and marriage of him. But if such a tenant dye, his heir female being of the age of 14. years or more, then the Lord shall have the ward neither of the land nor of the body, for that a woman of such age may have an husband
 ler.

ler. Mes si tiel heire female soit deins l'age de 14. ans, & nient marie al temps de la mort son auncester, donques le Seignior avera le garde de la terre tenus de luy, tanque al age de tiel heire female de 16. ans, pur ceo que il est done per le Statute de Westm. 1. cap. 22. Que per 2. ans prochain ensuiuits les ditz 14. ans, le Seignior poit tender convenable mariage sans disparagement a tiel heire female. Et si le Seignior deins les ditz 2. ans ne luy tender tiel mariage, &c. donques el al fine ditz 2. ans, poit entrer & ouster son Seignior. Mes si tiel heire female soit marie deins l'age de 14. ans en la vie son auncester, & son auncester devie, el estant deins l'age de 14. ans, donques le Seignior navera forsque le garde de la terre, jusques al fine de 14. ans, d'age de tiel heire female, & donques son baron & luy poient entrer en la terre & ouster le Seignior, car ceo est hors de cas de le dit estatute; entant que le Seignior ne poit tender mariage a luy que est marie, &c. Quar devant le dit estatute de Westm. 1. tiel issue female que fuit deins l'age

able to do Knights service. But if such an heir female be within the age of 14. years, and not married at the time of the death of her ancestor, then the Lord shall have the ward of the land holden of him, till the age of such an heir female of 16. years; for that it is given by the Statute of Westm. 1. cap. 22. that by 2. years next following the said 14. years, the Lord may tender a convenient marriage without disparagement of such an heir female. And if the Lord do not tender her such marriage within the said 2. years, then she at the end of the said 2. years may enter and put out the Lord. But if such an heir female be married within the age of 14. years in the life of the ancestor, and the ancestor die, she being within the age of 14. years, the Lord shall have but the ward of the land till an end of 14. years of age of such an heir female, and then her husband and she may enter into the land and put out the Lord, for this is out of the case of Statute; in so much that the Lord cannot tender marriage to her that is married, &c. For before the said Statute of Westm. 1. such issue female that was with-

de 14. ans al temps de mort son auncester, & puis que il avoit accompli le age de 14. ans, sans ascun tender de mariage per le Seignior a luy, tiel heire female donques puiſſoit entrer en la terre, & ouster le Seignior, siccome appiert per le reherſall de le dit estatute, issint que le dit estatute de Westminster primer fuit fait en tiel cas, tout pur l'avantage de Seigniors come il ſemble. Mes uncore ceo tous foits est entendue per les parolx de mesme leſtatute, que le Seignior navera les deux ans, apres les 14. ans, come est avandit; mes luy tiel heire female soit deins l'age de 14. ans, nient marie al temps de mort son auncester.

Nota, Que le plein age de male & female selonque le common parlance est dit l'age de 21. ans. Et l'age de discretion est dit l'age de 14. ans, quar a tiel age l'enfant que est marie diens tiel age a un feme, poit agreer a tiel mariage, ou disagreeer.

Et si le gardein en chivalrie marie un foits le garde deins l'age de 14. ans a un feme, & puis sil age de 14. ans disagree a

in age of 14. years at the time of the death of her ancestor; and after that she had accomplished the age of 14. years, without any tender of marriage to her by the Lord, such an heir female then might enter into the land, and put out the Lord, as it appeareth by the rehearſal and by the words of the same Statute; so that the said Statute was made in such case all for the advantage of the Lord, as it seemeth. But yet that at all times it is understood by the words of the same Statute, that the Lord shall not have the two years after the 14. year, as it is aforesaid; but where such heir female is within the age of 14. years, and unmarried at the time of the death of her ancestor.

And note well, That the full age of the male and female after the common speech, is said the age of 21. And the age of discretion is said the age of 14. years, for a child at such age which is wedded within such age to a woman, may agree to the marriage, or disagree.

And if the Gardein in chivalry marry once his ward within the age of 14. years, and after the age of 14. years he disagreeeth to
le

le mariage, il est dit per
aſcuns, que lenfant neſt
pas tenuſ per la ley deſtre
auterſoits marie per ſon
gardein, pur ceo que le
gardein avoit un ſoits le
mariage de luy, & pur
ceo il fuit hors de ſon
garde, quant al garde de
ſon corps. Et quant il
avoit un ſoits le mariage
de luy, & un ſoits fuit
hors de ſon garde, il n'ave-
ra plus avaunt le mariage
de luy.

En meſme le maner eſt,
ſi le gardein luy marie, &
la ſeme devie, eſteant len-
fant deins lage de 14.
ans, ou 21. ans.

Et que tiel enfant poit
diſagreer a tiel mariage,
quant il vient al age de
14. ans, ceo eſt prove per
les parolx del Statute de
Merton, cap. 6. que iſ-
ſint dit: De dominis qui
maritaverint illos quos
habent in cuſtodia ſua,
villanis, vel aliis, ſicut
burgenſibus ubi diſpara-
gentur, ſi talis hæres fu-
erit infra 14. annos,
& talis ætatis quod
matrimonium conſentire
non poſſit, tunc ſi paren-
tes illius conquerantur,
dominus amittat cuſtodiam
illam uſque ad ætatem
hæredis, & omne com-
modum quod inde re-
ceptum fuerit conver-

the marriage, it is ſaid by
ſome folk, that the child is
not holden by the Law to
be married another time by
his gardein, for that the
gardein had once the mar-
riage of him, and therefore
he was not of his ward as
concerning the ward of his
body. And when he had
once the marriage of him,
and therefore was out of
his Ward, he ſhall no more
have the marriage of him.

In the ſame manner it is,
if the Gardein marry him,
and the wife die, the child
being within age of 14
years, or 21. years.

And if the child may diſ-
agree to ſuch marriage when
he cometh to the age of 14.
years, is proved by the
words of the Statute of
Merton, cap. 6. that ſaith
thus: De dominis qui mari-
taverint illos quos habent in
cuſtodia ſua, villanis, vel
aliis, ſicut burgenſibus ubi
diſparagentur, ſi talis hæres
fuerit infra 14. annos, &
talis ætatis quod matrimoni-
um conſentire non poſſit, tunc
ſi parentes illius conquerantur,
dominus amittat cuſtodiam
illam uſque ad ætatem hære-
dis, & omne commodum quod
inde receptum fuerit conver-
tatur ad commodum hæ-
redis infra ætatem exiſtentis,
ſecundum diſpoſitionem pa-
tatur

tatur ad commodum hæ-
redis infra ætatem ex-
istentis, secundum dis-
positionem parentū pro-
pter dedecus ei imposi-
tum. Si autem fuerit 14.
annorum & ultra, quod
consentire possit, & tali
matrimonio consenserit,
nulla sequatur pœna. Et
issint il est prove per mes-
me lestatute, que nul dis-
paragement est mes lou-
cestuy que est en garde est
marie deins lage de 14.
ans.

Nota, Si il soloit estre
question, coment ceux pa-
rols serroient entendes, Si
parentes conquerantur,
&c. Et il semble a ascuns
que consideront de lesta-
tute de Magna Carta, ca.
6. que voit, Quod hæ-
red' maritentur absque
disparagatione, &c. Sur
quel cest estatute de Mer-
ton sur tiel point est foun-
du, Que nul action poit
estre pris sur oel estatute,
entant que il ne fuit un-
ques view ne oye, que as-
cun action fuit port sur
cel estatute de Merton pur
cel disparagement envers
le gardein pur cest matter
avantdit, &c. Et si as-
cun action puisset estre
prise sur tiel matter, il
serroit entendu a ascun
foits estre myse en ure. Et
nota que ceux parols ser-

rentum propter dedecus ei im-
positum. Si autem fuerit 14.
annorum & ultra, quod con-
sentire possit, & tali ma-
trimonio consenserit, nulla se-
quatur pœna. And so it is
proved by the same Statute,
That no disparagement
shall be, but where that he
that hath the Ward mar-
rieth him within the age of
14. year.

Also, It hath been a que-
stion how these words
should be understood, Si
parentes conquerantur, &c.
And it seemeth unto some,
that considering the Sta-
tute of Magna Carta, ca. 6.
that willeth, Quod hæredes
maritentur absque disparaga-
tione, &c. Upon which this
said Statute of Merton upon
this point is grounded as it
seemeth, and in so much
that it was never seen that
any action was brought
upon the Statute of Mer-
ton for such disparaging
against the Gardein, as is
aforesaid; and if any a-
ction may be taken upon
such matter, it shall be ta-
ken by common presump-
tion before this time, or
at some time to be put in
ure, that these words shall
be understood in such ma-

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ront entendez, Si parentes conquerantur, id est, si parentes inter cos lamententur, quest a tant adire, que si les cousins de ziel enfant ont cause de faire lamentation ou complaint enter eux pur le hont faire a lour cousin issint disparage, quel est en maner un hont a eux, donques puit le prochein cousin, a que heritago ne puit descendre, ouster, entrer & ouster le gardein en chivalrie. Et sil ne voile, un auter cousin del enfant ceo puit faire, & les issues & profits prendre al use del enfant, & ceo rendre accompt al enfant quant il vient a son plein age : ou auterment l'enfant deins age puit entre luy mesme, & ouster le gardein, &c. Sed quere de hoc.

Nota, Mults auters disparagements y sont, que ne sont specifies en mesme le statute ; sicome si le beire que est en garde est marie a un que nad force que un pee, ou forsque un main, ou que est deforme, ou decrepite, ou ayant horrible disease, ou grand continual infirmity : Et si l'hoire male est marie a feme que est passe lage deusanter. Et mults autres cases de disparagement

ner, Si parentes conquerantur, id est, si parentes inter se lamententur, which is as much to say, that if the cousins of such a child have cause to make lamentation, and complain among them for the shame done to their cousin so disparaged, which is in a manner a shame to them all, then may the next cousin to whom the heritage may not descend, enter and put out the Gardein in chivalry. And if he will not, another cousin of the child may do it, and he to take the issues and profits unto the use of the child, and of that yield the child account when he cometh unto his full age : or else the child within age may enter himself, and put out the Gardein, &c. Sed quare de hoc.

Also, there are many other divers disparagings, which be not specified in the same Statute ; as if the heir that is in ward be married unto one that hath but one foot, or one hand, or else deformed, or lame, or having an horrible disease, or else a great and continual infirmity, or if the heir male be married to a woman past child-bearing. And many other causes of disparaging there be, but

sont,

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sont. Sed de illis quære, car il est bon matter d'ap-prender.

Et des heires males que sont deins l'age de 21. ans apres le mort leur an-cestor, nient maries, en tiel cas le senior avera le mariage de tiel heire, & avera temps & space de tender a luy convenable mariage sans disparage-ment deins mesme le temps de 21. ans. Et est asea-voir, que l'heire en tiel case poiet eslier fil ou fille mary ou non: mes si le Senior que est apel Gar-dein en Chivalry a tiel heire tender convenable mariage deins l'age de 21. ans sans disparagement, & l'heir ces refuse, & ne soy marie deins le dit age, donques le Gardeine avera le value del ma-riage del tiel heire male: mes si tiel heire luy mes-me marie deins l'age de 21. ans encounter la vo-lunté le Gardeine en Chi-valrie, donque le Gar-dein avera le double va-lue del mariage per force de la statute de Merton avantdit, come en mesme le statute est comprise plu-s a pleine.

Item divers Tenants seignent de leur Seigniors

inquire of them, for it is a good matter to under-stand.

And of heirs males which be within the age of 21. years after the decease of their Ancestor, and not married, in this case the Lord shall have the mar-riage of such heir, and he shall have time and space to tender to him convenable marriage without dispa-agement within the said time of 21. years. And it is to be understood, that the heir in this case may chuse whether he will be married or no: but if the Lord which is called Gar-dian in Chivalry tenders to such heir convenable mar-riage within the age of 21. years without disparage-ment, and the heir refuseth this, and doth not marry himself within the said age, then the Guardian shall have the value of the Marriage of such heir male, but if such heir marieth himself within the age of 21. years against the will of the Gar-dian in Chivalry, then the Guardian shall have the dou-ble value of the Marriage by force of the Statute of Merton aforesaid, as in the same Statute is more fully at large comprised.

Also divers Tenants hold of their Lords by Knights

per service de Chivaler, & uncore ils ne teignent per Escuage, ne paieront Escuage: come ceux que teignent de leur Seigniors per Castle garde, cest a s'avoire, a garder un Tower del Castile leur Seignior, ou un huis, ou un autre lieu del Castile, per raisonnable garnishment, quant leur Seigniors oyent que ennemis voylent venir, ou sont venus en Engleterre. Et en plusors autres cases home poit tener per service de Chivaler, & uncore il ne t'ent per Escuage, ne payera Escuage, sicome sera dit en la Tenure per Grand Serjeantie. Mes en tous cases ou home tient per service de Chivaler, tel service trait al Seignior garden & mariage.

Et si un tenant qui tient de son Seignior per service de entiere fee de Chivaler morust, son heir donque esteant de plein age, s. de 21. ans, donque le Seignior aurea C. s. pur reliefe, & del heire celui que tient per le moirie dun fee de chivaler L. s. & de celui que tient per le quart part de fee dun chivaler 25. s. & sic que plus, plus, & que meins, meins.

Item home poit tener

Service, and yet they hold not by Escuage, neither shall they pay Escuage. As they which hold of their Lords by Castleward, that is to say, to ward a Tower of the Castle of their Lord, or a Door, or some other place of the Castle, upon reasonable warning, when their Lords hear that the enemies will come, or are come in England. And in many other cases a man may hold by Knights Service, and yet he holdeth not by Escuage, nor shall pay Escuage, as shall be laid in the tenure by Grand Serjeanty. But in all cases where a man holds by Knights Service, this Service draweth to the Lord Ward and Marriage.

And if a Tenant which holdeth of his Lord by the service of a whole Knights fee dieth, his heir then being of full age, s. of 21 years, then the Lord shall have C. s. for a relief, and of the heir of him which holds by the moiety of a Knights Fee 50. s. and of him which holds by the fourth part of a Knights Fee 25. s. and so he which holds more, more; and he which lesse, lesse.

Also a man may hold his

*son terre de son Senior per
le service de deux fees de
Chivaler, & donque
l'heire esteant de pleine age
al temps de mort son aun-
cestre paiera a son Senior
X. l. pur relief.*

*Nota si soit aiel, pier,
& fits, & sa mere mo-
rust vivant le pier de le
fits & par laist quel tient
sa terre per service de chi-
valer morust se sie, & sa
terre descendist al fits la
mere, come heire al aiel
que est deins age : en cest
cas la Senior avera le gar-
de de la terre, mes ne-
my le garde del corps del
heire, pur ceo que nul
serra en gardeu de son
corps a aucun Seignior vi-
vant son pier pur ceo que
le pier durant son vie ave-
ra le mariage de son heire
apparent, & nemy le
Seignior. Auterment est ou
le pier est mort vivant la
mere, lou le terre tenus
en chivalry descendist al
fits de part son pier,
&c.*

*Nota, si home soit sei-
sie de Terre que est tenus
per service de Chivaler,
& fait feoffment en fee a
son use, & morust seisie
del use, son heir deins age,
et nul volant per luy de-
clare, le Seignior avera*

Land of his Lord by the
service of two Knights
fees, and then the heir,
being of full age at the
time of the death of his
Ancestor, shall pay to his
Lord X. pound for relief.

Note, if Grandfather,
father, and son, and the
mother dieth living the fa-
ther of the son, and after
the Grandfather which
holds his Land by Knights
Service dieth seised, and
his land descends to the
son of the mother, as
heir to the Grandfather,
who is within age : In
this case the Lord shall
have the Wardship of the
land; but not of the body
of the heir, because none
shall be in Ward of his
body to any Lord, living
his father, for the father
during his life shall have
the marriage of his heir
apparent, and not the Lord.
Otherwise it is where the
father dyeth living the
mother, where the land
holden in Chivalry de-
scends to the son on the
part of the father, &c.

Note, If a man be sei-
sed of land which is hol-
den by Knights service, and
maketh a feoffment in fee
to his own use, and dieth
seised of the use, his heir
within age, and no Will
declared by him, the Lord

Briefe de droit de gard de corps, & del Terre si come Tenant ust devise seise del demesne. Et si le heire soyt de pleine age al temps del morant son ancestor, unziel case il payera relief sicome il fuisset seise del demesne. Et cest per lestatute de anno 4. H. 7. cap. 17.

Nota, il y ad Gardein en droit en Chivalrie, & Gardein en fait en Chivalry. Gardein en droit en Chivalrie est, lou le Seignorie, per cause de son Seignorie, est seise de gard de Terres & del heire, ut supra. Gardein en fait en Chivalrie est, lou unziel case le Seignieur apres son seisin graunt per fait ou sauns fait le Gard des Terres, ou del heire ou d'ambideux a un autre. Per force de quel grant le Grauntee est en possession, donque est le Grauntee appel Gardein en fait.

shall have a Writ of Right of the Wardship of the body and land, as if the Tenant had died seised of the Demesne. And if the heir be of full age at the time of the decease of his Ancestor, in this case he shall pay relief, as if he had been seised of the Demesne. And this is by the Statute of 4. H. 7. cap. 17.

Note, there is Gardian in Right in Chivalrie, and Gardian in Deed in Chivalrie. Gardian in Right in Chivalrie is, where the Lord by reason of his Seignory is seised of the Wardship of the Lands and of the Heir, ut supra: Gardian in Deed in Chivalry is, where in such case the Lord after his Seisin grants by Deed, or without Deed, the Wardship of the Lands, or of the Heir, or of both, to another; by force of which Grant the Grantee is in possession: then is the Grantee called Gardian in Fait, or Gardian in Deed.

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CHAP. V.

Socage.

Tenure en socage est
lou le tenant tient
de son seigneur son tena-
ment per certains services
pur tous maners de ser-
vices, issint que les se-
vices ne sont pas services
de chivaler: Sicomme l'on
tient son terre de
seigneur per fealty &
per certains pur tous ma-
ners de services, ou l'on
tient son terre per homage
& fealty & certains rent
pur tous maners de ser-
vices: ou l'on il tient per
Homage & Fealty pur
tous maners de services:
car Homage per soy ne
fait pas service de Chi-
valer.

Item l'on peut tenir de
son seigneur per fealty
sans socage. Et tel tenure
est tenure en socage. Car
quelcun tenure que n'est
pas tenure en chivalry, est
tenure en socage.

Et il est dit, que la
cause pur que tel tenure
est dit & ad le nomme
de tenure in Socage, est

Tenure in Socage is
where the Tenant
holdeth of his Lord the
tenancy by certain service
for all manner of services,
so that the service be not
Knights Service. As where
a man holdeth his Land of
his Lord by Fealty and cer-
tain Rent, for all manner
of services: or else where
a man holdeth his Land by
Homage, Fealty, and cer-
tain Rent, for all manner
of services: for Homage
by it self maketh not
Knights service,

Also a man may hold of
his Lord by fealty only,
and such tenure is socage:
for every tenure which is
not tenure in chivalry is a
tenure in Socage.

And it is said that the
reason why such tenure is
called, and hath the name
of tenure in Socage, is this,

eo ; Quia socagium idem est quod servitium socæ, & soca idem est quod caruca, s. un foke ou un caruc. Et en ancien temps devant le limitation de temps de memorie grand part de les tenants que tyendront de leur Seigniors per socage, devoient venir ave leur fokes, chescun de les dis tenants pur certain iours per an pur arer & semer les demesnes le Seignior, & pur ceo que tielx ouvrages fueront fait pur le viver & sustenance de leur Seigniors, ils fueront quits envers leur Seigniors de tous maners de services, &c. Et pur ceo que tielx services fueront faits ave leur fokes, tiel tenure fuit appel tenure en socage. Et puis apres tiels services fueront changes en deniers per consent des Tenants, & per desire des Seigniors, s. en un annuall rent, &c. Mes uncore le nom de Socage demure, & en divers lieux les Tenants uncore font tiels services ave leur fokes a leur Seigniors: issint que tous maners de tenures que ne sont pas tenures per service de chevalier sont appels tenures en socage.

Item si homo tient de

because Socagium, idem est, quod servitium socæ, and soca, idem est quod caruca, &c. A foke or a plough. In antient time before the limitation of time of memory, a great part of the tenants which held of their Lords by Socage, ought to come with their Ploughes, every of the said Tenants for certain dayes in the year to plow and sow the Demesne of the Lord. And for that such Workes were done for the livelihood and sustenance of their Lord, they were quit against their Lord of all manner of services, &c. And because that such services were done with their ploughs, this tenure was called Tenure in Socage. And afterward these services were changed into money by the consent of the Tenants, and by the desire of the Lords, viz. into an annual rent, &c. But yet the name of Socage remaineth, and in divers places the Tenants yet do such services with their ploughs to their Lords: so that all manner of Tenures which are not tenures by Knights Service are called Tenures in Socage.

Also if a man holdeth
son

son Seignior per escuage certain, si en tiel forme, quant l'escuage curge, & est assesse per Parliament a greinder summe ou meinder summe, que le tenant paiera a son Seignior forsque demy marke pur Escuage, & nient plus ne moins, a quel grand summe, ou a quel petite summe que l'escuage curge, &c. tiel tenure est tenure en Socage, & nemy service de Chivalrie. Mes lou le summe que le tenant paiera pur l'escuage est non certaine, si loul poiz estre que le summe que le tenant paiera pur l'escuage a son Seignior poiz estre a un foiz le greinder, & a autre foiz le meinder, selonque ceo que est assesse, &c. donques tiel tenure est tenure per service de Chivalrie.

Item si home tiens sa terre pur paier certaine rent a son Seignior pur Castle-garde, tiel tenure est tenure en Socage. Mais lon le Tenant doit per luy meime ou per un autre faire Castle-gard, tiel tenure est tenure per service de chivaler.

Item en tous cases lou le tenant del Seignior a paier a luy ascun certaine Rent, ceo Rent est appelle Rent service.

of his Lord by Escuage certain, s. in this manner, when the Escuage runneth, and is assessed by Parliament to a greater or lesser summe, that the Tenant shall pay to his Lord but half a Mark for Escuage, and no more nor lesse, to how great a summe, or to how little the Escuage runneth, &c. such Tenure is Tenare in Socage, and not Knights Service. But where the summe which the Tenant shall pay for Escuage is uncertain, s. where it may be that the summe that the Tenant shall pay for Escuage to his Lord may be at one time more, and at another time lesse, according as it is assessed, &c. such tenure is tenure by Knights Service.

Also if a man holdeth his Land to pay a certain rent to his Lord for Castle-gard, this Tenure is Tenure in Socage. But where the Tenant ought by himself or by another to do Castle-gard, such Tenure is Tenure by Knights Service.

Also in all cases where the Tenant holdeth of his Lord to pay unto him any certain Rent, this Rent is called Rent Service.

Item

Item en tielx Tenures
 en socage, si Prenant ad
 issue & devie, son issue
 ostuant deins l'age de 14
 ans, donques le procheine
 amy del heir, qui Pheri-
 tage ne poit descende a-
 vera la gard de la terre
 & del heir j'esques al age
 del heir de 14 ans. &
 tiel Gardein est appelle
 Gardein en socage. Car si
 la terre descendist al heir
 de part le pier, donques la
 mere, ou autre procheine
 cosen de part le mere, a-
 vera la garde. Et si terre
 descendist al heir de part
 la mere, donques le pier,
 ou le prochein amy de part
 de pier, avera le garde
 de tielx terres ou tene-
 ments. Et quant l'heir
 vient al age de 14 ans
 compleat, il poit enter &
 oustre le Gardein en So-
 cage, & occuper la terre
 luy mesme, sil voit. Et
 tiel Gardein en socage ne
 prendra afeuns issues ou
 profits de tielx terres ou
 tenements a son use demes-
 ne, mes tantselement al
 use & profit del heir.
 & del ceo il rendra ac-
 count al heir quant pleast
 al heir, apres ceo que
 l'heir accomplish l'age de
 14 ans. Mes tiel Gar-
 dein sur son account ave-
 ra allowance de tous ses
 reasonable costs & expen-

Also in such tenures in
 Socage, if the Tenant have
 issue and die, his issue be-
 ing within the age of 14
 years, then the next friend
 of that heir to whom the
 inheritance cannot descend,
 shall have the wardship of
 the land and of the heir un-
 till the age of 14 years:
 and such Guardian is called
 Guardian in Socage. For if
 the Land descend to the
 heir of the part of the Fa-
 ther, then the Mother, or
 other next Cousin of the
 part of the Mother, shall
 have the wardship. And if
 Land descend to the heir of
 the part of the Mother, then
 the Father, or next friend
 of the part of the Father,
 shall have the wardship of
 such Lands, or Tenements.
 And when the heir cometh
 to the age of 14 years
 compleat, he may enter
 and oust the Guardian in
 Socage, and occupy the
 Land himself, if he will.
 And such Guardian in So-
 cage shall not take any
 issues or profits of such
 lands or tenements to his
 own use, but only to the
 use and profit of the heir;
 and of this he shall ren-
 der an account to the heir
 when it pleaseth the heir,
 after he accomplisheth the
 age of 14 years. But such
 Guardian upon his account

des en tous choses, &c.
 Et si tiel Gardein marie
 l'heire deins 14. ans, il
 accomplera al heire ou a
 ses Executors de value del
 mariage, coment que il
 ne prist riens par le va-
 lue del mariage; pur ceo
 que il serra rete sa folly
 demesne, que il luy voi-
 loit marier sans prendre la
 value del mariage; sinon
 que il luy marie a tiel
 mariage que est tant en
 value come le mariage del
 heire, &c.

Et si aucun autre home,
 qui n'est prochain amy, oc-
 cupie les terres ou tene-
 ments del heire come gar-
 dein in Socage, il serra
 compell^d de rendre accompt
 al heire, auxi bien sicome
 il puissoit prochain amy:
 car il n'est pas plee pur
 luy en briefe d'accompt
 adire, que il n'est pro-
 chaine amie, &c. mes il
 respondra l^r quel il ad oc-
 cupie les terres ou tene-
 ments come Gardein en
 Socage ou nemy. Sed quæ-
 re, si après ceo que le
 heire ad accomplish l'age
 de 14. ans, & Gardein
 en Socage continualment
 occupia la terre tanque
 l'heire vient a plein age,
 sc. 21. ans, si le heire a

shall have allowance of all
 his reasonable costs and
 expences in all things, &c.
 And if such Gardian marry
 the heir within age of 14.
 years, he shall account to
 the heir or his Executors of
 the value of the marriage,
 although that he took no-
 thing for the value of the
 marriage; for it shall be
 accounted his own folly,
 that he would marry him
 without taking the value
 of the marriage; unless
 that he marieth him to
 such a marriage that is as
 much worth in value as the
 marriage of the heir, &c.

And if any other man,
 who is not the next friend,
 occupies the Lands or
 Tenements of the heir as
 Gardian in Socage, he shall
 be compelled to yield an
 account to the heir, as well
 as if he had been next
 friend: for it is no Plea for
 him in the Writ of Ac-
 count to say, that he is
 not the next friend, &c.
 but he shall answer whe-
 ther he hath occupied the
 Lands or Tenements as
 Gardian in Socage or no.
 But quære, if after the heir
 hath accomplished the age
 of 14. years, and the Gar-
 dian in Socage continually
 occupieth the Land untill
 the heir comes to full age,
 sc. of 21. years, if the heir
 son

son pleine age avera action Daccompt envers le Gardein, de temps que il occupia apres les diis 14. ans, come envers Gardein en Socage, ou envers luy come son bayliffe.

Item, si Gardein en Chivalry face ses Executors & devy, le heire esteant deins age, &c. les Executors averont le garde durant le nonage, &c. Mes si Gardein en Socage face ses Executors, & devy, le heire esteant deins lage de 14. ans, ses Executors naveront pas le garde, mes un autre procheine amy, a que le herisage ne poyt my descend, avera le garde, &c. Et la cause de diversity est, pur ceo que Gardein en Chivalry ad le garde a son propre use, & Gardein en Socage nad le garde a son use, mes al use, del heire. Et en cas lon le Gardein en Socage devy devant aucun accompt fait per luy al heire, de ceo le heire est sans remedie, pur ceo que nul brieve daccompt gist envers les Executors, si non pur le Roy solement.

Item le Seignior de que la terre est tenu en So-

at his full age shall have an action of Accompt against the Gardian, from the time that he occupied after the said 14. years, as Gardian in Socage, or against him as his Bailiff.

Also, if Gardian in Chivalry make his Executors and die, the heir being within age, &c. the Executors shall have the Wardship during the nonage, &c. But if the Gardian in Socage make his Executors, and die, the heir being within the age of 14. years, his Executors shall not have the Wardship, but another the next friend, to whom the inheritance cannot descend, shall have the Wardship, &c. And the reason of this diversity is, because the Gardian in Chivalry hath the wardship to his own use, and the Gardian in Socage hath not the wardship to his own use, but to the use of the heir. And in this case, where the Gardian in Socage dieth before any account made by him to the heir, of this the heir is without remedy, for that no Writ of account lieth against the Executors, but for the King only.

Also the Lord of whom the Land is holden in So-

cage, apres le mort son Tenant, avera reliefe en tiel forme: Si le tenant tient per fealtrie, & certain rent a paier annualment, &c. si les termes de paiement sont a payer per deux termes del an, ou per quater termes del an, le Seignior avera del heire son tenant tant come le rent amount que il paya per an: sicome le tenant sient de son seignior per fealtrie & 10. s. de rent, payable a certaine termes del an, donques l'heire paiera al Seignior 10. s. pur reliefe, ouster les 10. s. que il paiera pur le rent.

En mesme le maner est, si home soit seisie de certain terre que est tenu en socage, & fait feoffment en fee a son use, & mourust seisie del use, (son heire del age de 14. ans, ou plus) & nul volunt per luy declare; le Seignior avera reliefe del heire, sicome avant est dit. Et cest per le statute de Ann. 19 Hen. 7. cap. 15.

Et en tiel cas, apres la mort le Tenant, tiel reliefe est due al Seignior maintenant, de quel age que le heire soit, pur ceo que tiel Seignior ne poit

cage, after the decease of his Tenant, shall have relief in this manner: If the Tenant holdeth by fealty, and certain Rent to pay yearly, &c. if the termes of payment be to pay at two termes of the year, or at 4. termes of the year, the Lord shall have of the heir his Tenant as much as the rent amounts unto which he payeth yearly: as if the Tenant holds of his Lord by fealty, and ten shillings rent payable at certain termes of the year, then the heir shall pay to the Lord ten shillings for relief, besides the ten shillings which he payeth for the rent.

In the same manner it is, if a man be seised of certain Land which is holden in Socage, and maketh a feoffment in Fee to his own use, and dieth seised of the use, (his heir of the age of 14. years or more) and no Will by him declared; the Lord shall have relief of the heir, as afore is said. And this by the Statute of 19 Hen. 7. cap. 15.

And in this Case, after the death of the Tenant, such relief is due to the Lord presently, of what age soever the heir be, because such Lord cannot
aver

aver la garde de corps ne de terre la haire. Et le Seignior en tiel case ne doit attendre a la payment de son reliefe, selonques les termes & jours de payment de rent, mes il doit aver son reliefe maintenant, & pur ceo il poit incontinent distraire apres la mort son tenant pur reliefe.

En mesme le maner est lou le tenant tient de son Seignior per fealty & un lib. de Pepper, ou Cummin, & le tenant morust, le Seignior avera pur reliefe un lib. de Cummin, ou un lib. de Pepper, ouster le common rent. En mesme le maner est lou tenant tient a payer per an certain number de Capons, ou de Gallines, ou un paire de Gaunts, ou certaine bushels de frument, & huiusmodi.

Mes en ascun case le Seignior doit demurrer a distraire pur son reliefe iusques a certaine temps. Sicome le tenant tient de son Seignior per un Rose, ou per un bushel de Roses, a paier al feast de Nativite de Saint John Baptist, si tiel tenant deve en yver, donque le Seignior ne poit distraire pur son reliefe tanque al temps

have the wardship of the body nor of the Land of the Heir. And the Lord in such case ought not to attend for the payment of his relief, according to the terms and dayes of payment of the rent, but he is to have his relief presently, and therefore he may forthwith distraint after the death of his Tenant for relief.

In the same manner it is where the Tenant holdeth of his Lord by fealty and a pound of Pepper, or Cummin, and the Tenant dieth, the Lord shall have for relief a pound of Cummin, or a pound of Pepper, besides the common rent. In the same manner it is where the Tenant holdeth to pay yearly a number of Capons or Hens, or a pair of Gloves, or certain bushels of Corn, or such like.

But in some case the Lord ought to stay to distraint for his relief untill a certain time. As if the Tenant holds of his Lord by a Rose, or by a bushel of Roses, to pay at the Feast of St. John the Baptist, if such Tenant dieth in Winter, then the Lord cannot distraint for his relief until the time that Roses by the course of the
que

*que les Roies per le cours
del an poient aver leur
cresser, &c. & sic de si-
milibus.*

*Item si ascun voile de-
mand, pur que home poit
tenir son Seignior per feal-
tie tantselement per tous
maners des services, en-
tant que quant le tenant
ferra fealtie il jure a son
Seignior que il ferra a son
Seignior tous maners des
Services dues; & quant
il ad fait fealtie, en tiel
case nul autre Service est
due: A ceo il poit estre
dit, Que lou un Tenant
tient sa Terre de son Seig-
nior, il covient que il doit
faire a son Seignior as-
cun Service: car si le
Tenant na ses heires de-
voient faire nul maner de
Service al Seignior, ne a
ses heires, donque per
long temps continue il ser-
roit hors de memorie &
de remembrance, le quel
la terre fuit tenu de le
Seignior, ou de ses heires,
ou nemy; & danques
plus tost & plus redi-
ment voient homai dire,
que la terre nest pas tenue
del Seignior ou de ses
heires, que autrement:
& sur cea le Seignior per-
dra son Escheat de la ter-
re, ou per case autre for-
feiture ou profit que il poe
aver de la terre. Issint il*

year may have their
growth, &c. And so of the
like.

Also if any will ask, why
a man may hold of his
Lord by Fealty only for all
manner of Services, inso-
much as when the Tenant
shall do his Fealty, he
shall swear to his Lord that
he will do to his Lord all
manner of Services due;
and when he hath done
Fealty, in this case no
other service is due: To
this it may be said, That
where a Tenant holds his
land of his Lord, it be-
hoveth that he ought to do
some service to his Lord:
For if the Tenant nor
his heirs ought to do
no manner of service to
his Lord nor his heirs,
then by long continuance
of time it would grow out
of memory, whether the
Land were holden of the
Lord, or of his Heirs, or
not; and then will men
more often and more readi-
ly say, that the land is
not holden of the Lord,
nor of his Heirs, then o-
therwise: and hereupon
the Lord shall lose his Es-
cheat of the Land, or per-
chance some other forfei-
ture or profit which he
might have of the Land.
So it is reason that the

est reason que le Seignior
 & ses heires ont ascun
 service fait a eux, pur pro-
 ver & testifier que la ter-
 re est tenu de eux.

Et pur ceo que fealty
 est incident a tous ma-
 ners de tenures forspris le
 tenure in Frankalmoigne,
 (sicome serra dit en le te-
 nure de Frankalmoign)
 & pur ceo que le Seignior
 ne voloit al commence-
 ment del tenure au r as-
 cun auter service forsque
 Fealtie ; il est reason que
 home poet tener de son
 Seignior per Fealtie tant-
 solement, & quant il ad
 fait son Fealtie, il ad fait
 tous ses services.

Item si un home leffe a
 un auter pur terme de
 vie certeine terres ou te-
 nements, sauns parler de
 ascun rent render a le
 Lessor, uneore il ferra feal-
 tie a le Lessor pour ceo que
 il tient de luy. Auxy si
 un lease soit fait a un
 home pur terme de ans,
 il est dit que Lessee ferra
 Fealtie a le Lessor, pur
 ceo que il tient de luy.
 Et ceo est prove bien per
 les parols del brieve de
 Wast, quant le Lessor ad
 cause de porter brieve de
 Wast envers luy ; le quel
 brieve dira, que le Lessee
 tient les Tenements de le
 Lessor pur terme de ans.

Lord and his Heirs have
 some Service done unto
 them, to prove and testifie
 that the Land is holden of
 them.

And for that Fealty is in-
 cident to all manner of
 tenures but to the Tenure
 in Frankalmoign, (as shall
 be said in the Tenure of
 Frankalmoign) and for
 that the Lord would not at
 the beginning of the Te-
 nure have any other service
 but Fealty ; it is reason
 that a man may hold of his
 Lord by Fealty only, and
 when he hath done his
 Fealty, he hath done all his
 services.

Also if a man letteth to
 another Lands or Tene-
 ments for term of life, with-
 out naming any rent to be
 reserved to the Lessor, yet
 he shall do Fealty to the
 Lessor, because he holdeth
 of him. Also if a Lease be
 made to a man for term of
 years, it is said that the
 Lessee shall do Fealty to
 the Lessor, because he hold-
 eth of him. And this is
 well proved by the words
 of the writ of wast, when
 the lessor hath cause to
 bring a writ of wast against
 him ; which writ shall say,
 that the Lessee holds his
 tenements of the Lessor for
 term of years. So the Writ

*Et nota, que nul poit
tener terres ou tenements
en Frankalmoigne, fors-
prise del grantor ou de ses
heires. Et pur ceo il est
dit, que si soit Seignior,
mesne & tenant, & le
tenant est un Abbe que
tient de son mesne en
Frankalmoigne, si le mesne
deuy sans heire, donque le
mesnaltie deviendra per
eschete al dit Seignior
Paramount, & Labbe a-
donque tient de luy im-
mediate per fealty tan-
tum, & ferra a luy Feal-
ty, pur ceo que il ne puit
tenir de luy en Frankal-
moigne, &c.*

*Et nota, que leu riel
homme de religion tient ses
Tenements de son Seignior
en Frankalmoigne, son
Seignior est tenuz per la
loy de luy acquiter de
chescun maner de service
que ascun Seignior para-
mount de luy voet aver ou
demander de mesmes les
tenements: & si ne luy
acquita pas, mes suffra luy
destre distreine, &c. don-
que il avera envers son
Seignior un brieve de mes-
ne, & recouvrera envers luy
ses damages & ses costes
de son suit, &c.*

And note, that none may
hold lands or tenements in
Frankalmoigne, but of the
Grantor or of his heirs.
And therefore it is said,
that if there be Lord, Mesne
and the tenant is an Abbot
which holdeth of his Mesne
in Frankalmoigne, if the
Mesne dye without heir,
the Mesnalty shall come by
Escheat to the said Lord
Paramount, and the Abbot
shall then hold immediat-
ly of him by fealty only,
and shall do to him fealty,
because he cannot hold of
him in Frankalmoigne,
&c.

And note, that where
such man of Religion holds
his Tenements of his Lord
in Frankalmoigne, his Lord
is bound by the Law to ac-
quite him of every manner
of service which any Lord
paramount will have or de-
mand of him for the same
Tenements: and if he doth
not acquite him, but suf-
fereth him to be distrained,
&c. he shall have against
his Lord a Writ of Mesne,
and shall recover against
him his damages and costs
of suit, &c.

CHAP.

C H A P. VII.

Homage Auncestrell.

TENURE per Homage
ancestrel est, lou un
Tenant tient sa ter-
re de son Seignior per ho-
mage, & mesme le Te-
nant & ses Auncestors
que heire il est ont tenus
mesme le terre del dit
Seignior & de ses Aun-
cestors que heire le Seigni-
our est, de temps dont
memorie ne court, per Ho-
mage, & ont fait a eux
Homage. Et ceo est appel
Homage auncestrel, per
cause de continuance que
ad este per Title de Pre-
scription en le Tenancy en
le sanke le Tenant, &
auxy en le Seigniorie en
le sanke le Seignior. Et
tiel Service de Homage
Auncestrel trait a luy gar-
rantie, cest a scavoir, que
le Seignior que est en vie,
& ad receive le Homage
de tiel Tenant, doit gar-
ranter son Tenant quant
il est implede de la terre
tenus de luy per Homage
Auncestrel.

Et auxy tiel service per
Homage Auncestrel trait
a luy acquittal, sc. que le

TENANT by homage
Auncestrel is, where
a Tenant holdeth his
land of his Lord by Ho-
mage, and the same Te-
nant and his Ancestors
whose Heir he is, have
holden the same land of the
same Lord and of his An-
cestors whose heir the Lord
is, time out of memory of
man, by Homage, and have
done to them Homage. And
this is called Homage Aun-
cestrell, by reason of the
continuance which hath
been by Title of Prescrip-
tion in the Tenancy in the
blood of the Tenant, and
also in the Seigniorie in
the blood of the Lord. And
such service of Homage
Auncestrell draweth to it
warranty, that is to say,
that the Lord which is li-
ving, and hath received the
Homage of such Tenant,
ought to warrant his Te-
nant when he is impleaded
of the land holden of him
by Homage Auncestrell.

And also such service by
Homage Auncestrell draweth
to it acquittal, sc. that the
Seignior

*Par ceo ils ne feront nul
temps aucun fealty a leur
Seignior, par ceo que tiel
Divine Service est melior
par eux devant Dieu que
aucun feafans de fealties;
Et auxi par ceo que ceux
parolx. (i Frankalmoigne)
exclue le Seignior d'aver
aucun terrein ou temporal
service, mes d'aver tant
seulement Divine. Et Spi-
ritual service, destre fait
par luy, &c.*

*Et si tiels que teignent
leur Tenements en Frank-
almoigne ne voilont ou
failont de faire tiel di-
vine service (come est
dit) le Seignior ne peut
eux distraire par cel non
fesant. Et par ceo que
nest mis en certaine quelx
services ils doivent faire:
mes le Seignior de ceo peut
complaine a leur Ordinary
ou Visiteur, luy preant
que il voloit mitter pu-
nishment Et correction de
ce. Et auxi de provider
que tiel negligence ne soit
plus avant fait. Et. Et
l'ordinary ou visiter de
droit ceo doit faire, &c.*

*Mes si un Abbe ou
Prior tient de son Seignior
par certaine Divine Ser-
vice en certaine destre
fait, sicome a chaunter un
messe chascun vunderdie
en la semaine par les
Almes, ut supra, ou ches-*

And therefore they shall do
no Fealty to their Lord,
because that this Divine
Service is better for them
before God then any doing
of Fealty; and also be-
cause that these words
(Frankalmoigne) exclude
the Lord to have any earth-
ly or temporal Service, but
to have only Divine and
Spiritual Service, to be
done for him, &c;

And if they which hold
their Tenements in Frank-
almoigne will not or fail
to do such Divine service,
(as is said) the Lord may
not distrain them for not
doing this, &c. because it
is not put in certainty what
services they ought to do:
but the Lord may complain
of this to their Ordinary or
Visitor, praying him that
he will lay some punish-
ment and correction for
this, and also provide that
such negligence be no more
done, &c. And the Ord-
inary or Visitor of right
ought to do this, &c.

But if an Abbot or Prior
holds of his Lord by a cer-
tain Divine Service in cer-
tain to be done, as to sing
a Masse every Friday in the
week for the Souls, ut su-
pra, or every year at such
a day to sing a Placito &c.

un an a tiel our a chaunter Placebo & dirige, &c. ou de trouver un chapleine de chanter messe, &c. ou de distribuer en Almoigne al cent pours homes cent deniers a tiel jour : en tiel case, si tiel Divine Service ne soit fait, le Seignior poit distreyner, &c. pur ceo que le Divine Service est mise en certain per lour Tenure, que le Abbe ou Prior devoit faire. Et en tiel case le Seignior avera Fealtie, &c. come il semble. Et tiel Tenure nest passe dit Tenure en Frankalmoigne, ois est dit Tenure per Divine Service. Car en Tenure en Frankalmoigne nul mention est fait d'ascun maner de Service : car nul poet tener en Frankalmoigne, si soit expresse ascun maner de certain service que il doit faire, &c.

Item si soit demande, si tenant en Frankmarriage ferra Fealtie a le donour ou a ses heires devant le quart degree passe, &c. il semble que cy ; car il nest pas semble quant a cel entent a tenant en Frankalmoigne, pur ceo que tenant en Frankalmoigne ferra, per cause de sa tenure, Divine Service pur son Seignior, come

dirige, &c. or to find a Chaplain to sing a Masse, &c. or to distribute in almes to an hundred poor men an hundred pence at such a day : in this case, if such Divine service be not done, the Lord may distrain, &c. because the Divine Service is put in certain by their Tenure, which the Abbot or Prior ought to do. And in this case the Lord shall have Fealty, &c. as it seemeth. And such Tenure shall not be said to be Tenure in Frankalmoigne, but is called Tenure by Divine Service. For in Tenure in Frankalmoigne no mention is made of any manner of Service : for none can ho'd in Frankalmoigne, if there be expressed any manner of certain Service that he ought to do, &c.

Also if it be demanded, if tenant in frankmarriage shall do fealty to the Donor or his heir before the fourth degree be past, &c. it seemeth that he shall ; for he is not like as to this purpose to tenant in Frankalmoigne, for tenant in Frankalmoigne, by reason of his tenure, shall do Divine Service for his Lord, (as is said before) and

devant

devant est dit, & ceo il est charge a faire per la ley del saint Esglise; & pur ceo il est excusé & discharge de fealty: mes tenant en Frankmarriage ne ferra pur son tenure tiel service; & sil ne ferra fealty, dunque il ne ferra a son Seignior aucun maner de service, ne spiritual ne temporal, le quel serroit inconvenient & enconter reason, que home ferra Tenant destate denheritance a un auter, & uncore l' Seignior avera nul maner de service de luy: & issint il semble que il ferra Fealty a son Seignior devant le quart degree passe. Et quant il ad fait Fealty, il ad fait tous ses services.

Et si un Abbe tiens de son Seignior en Frankalmoigne, & Labbe & le Covent south lour common seale alien mesmes les tenements a un secular home en fee simple; en ceo cas le secular home ferra fealtie a l' Seignior. pur ceo que il ne poiz tener de son Seignior en Frankalmoigne. Car si le Seignior ne doit aver de luy fealtie, dunque il avera nul maner de service, que serroit inconvenient ou il Seignior, & le tenement est tenu de luy.

this he is charged to do by the Law of holy Church; and therefore he is excused and discharged of Fealty: but tenant in frankmarriage shall not do for his tenure such service; and if he doth not Fealty, he shall not do any manner of service to his Lord, neither spiritual nor temporal, which would be inconvenient, and against reason, that a man shall be tenant of an estate of inheritance to another, and yet the Lord shall have no manner of service of him: and so it seems he shall do Fealty to his Lord before the fourth degree be past. And when he hath done Fealty: he hath done all his services.

And if an Abbot holdeth of his Lord in Frankalmoigne, and the Abbot and Covent under their common seal alien the same Tenements to a secular man in fee simple; in this case the secular man shall do fealty to the Lord, because he cannot hold of his Lord in Frankalmoigne. For if the Lord should not have Fealty of him, he should have no manner of service, which should be inconvenient where he is Lord, and the Tenements be holden of him.

Item

Item si home graunta a cel jour a un Abbe ou a un Prior terres ou tenements en Frankalmoigne, caux parolx (Frankalmoigne) sont voides, pur ceo que il est ardaime per lestatute que est appelle Quia emptores terrarum (que lestatute fuit fait Anno 18. Ed. 1.) que nul poit aliener ne graunter terres ou tenements en fee simple a tener de luy mesme. Issint si home seisie de certain tenements queux il tient de son Seignior per service de chivaler, & a cel jour il, &c. granta per licence mesmes les tenements a un Abbe, &c. en Frankalmoigne, L'Abbe tiendra immediatement mesme les tenements per service de Chivaler de mesme le Seignior de que son graunter teneit, & ne tiendra my. de son grantor en Frankalmoigne, per cause de mesme lestatute. Issint que nul poit tener en Frankalmoigne, si non que soit per title de prescription, ou per force de graunt fait a ascun de ses predeceffors davant que mesme le statute fuit fait. Mais le Roy poit donner terres ou tenements en fee simple, a tener en Frankalmoigne, ou per autres services, car il est hors de ce que est ardaime.

Also if a man grant at this day to an Abbot or to a Prior Lands or Tenements in Frankalmoigne, these words (Frankalmoigne) are void, for it is ordained by the Statute which is called *Quia emptores terrarum*, (which was made Anno 18. E. 1.) that none may alien nor grant Lands or Tenements in Fee simple to hold of himself. So that if a man seised of certain Tenements which he holdeth of his Lord by Knights Service, and at this day he, &c. granteth by licence the same Tenements to an Abbot, &c. in Frankalmoigne, the Abbot shall hold immediately the Tenements by Knights Service of the same Lord of whom his Grantor held, and shall not hold of his Grantor in Frankalmoigne, by reason of the same Statute. So that none can hold in Frankalmoigne, unlesse it be by title of prescription, or by force of a grant made to any of his Predecessours before the same Statute was made. But the King may give Lands or Tenements in Fee simple, to hold in Frankalmoigne, or by other Services, for he is out of the case of that Statute.

Iffint le briefe prova un tenure enter eux. Mes celuy que est tenant a voluat solongue le course del common ley ne ferra fealties, pur ceo que il nad ascun suer estate : mes autrement est de tenant a volunt solongue l' custome del manor, pur ceo que il est obligé pur faire fealties a son Seignior pur deux causes ; l'un est per cause del custome, & l'auter est pur ceo que il priest son estate en tiel forme pur faire a Son Seignior fealties.

proves a tenure between them. But he which is Tenant at will according to the course of the Common Law shall not do Fealty, because he hath not any sure estate : but otherwise it is of Tenant at will according to the custome of the Mannor, for that he is bound to do Fealty to his Lord for two causes ; the one is by reason of the custom, and the other is for that he taketh his Estate in such form to do his Lord Fealty.

C H A P. VI.

Frankalmoigne.

TEnant en Frankalmoigne est, lou un Abbe ou Prior, ou un autre home de Religion, ou de saint Esglise, tient de son Seignior en Frankalmoigne, que est adire en Latin, in liberam Eleemosynam. Et tiel tenure commence adeprimes en auncient temps en tiel forme : Quant un home en auncient temps fuit seise

TEnant in Frankalmoigne is, where an Abbot or Prior, or another man of Religion, or of holy Church, holdeth of his Lord in Frankalmoigne, that is to say in Latine, in liberam Eleemosynam, that is, in free Almes. And such tenure began first in old time : When a man in old time was seised of certain Lands or Tenements

de certain terres ou tenements en son demefne come de fee, & de mesmes les terres ou tenements en feoffa un Abbe & son Covent, ou un Prior, &c. a aver & tener a eux & leur successeurs a tous jours en pure & perpetual almoigne, ou en Frankalmoigne, ou per tielx pavel, A tener de le grantor ou de le feoffor & de ses heires en Frankalmoigne: en tie's cases les tenements sont tenus en Frankalmoigne.

En mesme le maner est lou terres ou tenements fueront grant en ancien temps a un Deane & Chapitr & a leur successeurs, ou a un Parson dun Eglise & a ses successeurs, ou a ascun autre home de saint Eglise & a ses successeurs en Frankalmoigne, si il avoit capacity d'ap-prender tiels grants ou feoffments &c.

En tiels que teignent en Frankalmoigne sont obliges de droit devant Dieu de fair orisons, priers, messes, & autres divine services pur les almes de leur grantor ou feoffors, & pur les almes d'leur heires queux sont mortes, & pur le prosperitie & bon vie & bon salute de leur heires que sont en vie. Et

in his Demefne as of Fee, and of the same land in-feoffed an Abbot and his Covent, or Prior and his Covent, to have and to hold to them and their successeurs in pure and perpetual Almes, or in Frankalmoign, or by such words, To ho'd of the Grantor or of the Lessor and his heirs in free Almes: In such case the Tenements were holden in Frankalmoigne.

In the same manner it is where Lands or tenements were granted in ancient time of a Dean and Chapter and to their successors, or to a Parson of a Church and his successors, or to any other man of holy Church and to his successors, in Frankalmoigne, if he had capacity to take such grants or feoffments, &c.

And they which hold in Frankalmoigne are bound of right before God to make Orisons, Prayers, Masses, and other divine services for the souls of their grantor or feoffor, and for the souls of their heirs which are dead, and for the prosperity and good life and good health of their heirs which are alive.

pur

Seignior doit acquiter le Tenant envers tous autres Seigniors paramount luy de chescun maner de service.

Et il est dit, que si quel tenant soit empledé per un Præcipe quod reddat, &c. & il vouche a garrantie son Seignior, que vient eins per proces, & demanda del Tenant que il ad de luy lier a garrantie, & il monstre comment il & ses Aunceſtors, que heire il est, ont tenuz sa terre del vouchee & de ses Aunceſtors de temps dont memorie ne curt; & si le Seignior que est vouche ne avoit receivue pas Homage del Tenant, ne d'aucun de ses Aunceſtors, le Seignior (si voit) peut disclamer en le Seigniory, & issint oustre le Tenant de son garrantie. Mes si le Seignior que est vouche ad receivue Homage de le Tenant, ou de aucun de ses Aunceſtors, donques il ne disclamera, mes il est obligé per la ley de garrantier le tenant; & donques si le Tenant perde sa terre en default del vouchee, il recouvrera en value envers la vouchee de terres & Tenements que le vouchee avoit al temps de le voucher, ou nngues pu-

Lord ought to acquit the Tenant against all other Lords paramount him of every manner of service.

And it is said, that if Tenant be impleaded by a *Præcipe quod reddat*, &c. and vouch to warranty his Lord, who cometh in by Process, and demands of the Tenant what he hath to bind him to warranty, and he sheweth how he and his Aunceſtors, whose heir he is, have holden their Land of the Vouchee and of his Aunceſtors time out of mind of man, and if the Lord which is vouched hath not received Homage of the Tenant, nor of any of his Aunceſtors, the Lord (if he will) may disclaim in the Seigniory, and so ouste the Tenant of his Warranty. But if the Lord who is vouched hath received Homage of the Tenant, or of any of his Aunceſtors, then he shall not disclaim, but he is bound by the Law to warrant the Tenant: and then if the Tenant loseth his land in default of the Vouchee, he shall recover in value against the Vouchee of the Lands and Tenements which the Vouchee had at the time of the Voucher, or any time after.

Et est ascavoir, que en chescun cas ou le Seignior poit disclaimen en son Seignior per la Ley, & de ceo voit disclaimen en Court de Record, son Seigniorie est extincte, & le Tenant tiendra del Seignior procheine paramont le Seignior que issint disclaimo. Mes si un Abbe ou Prior soit vouch per force de Homage Auncestrell, &c. coment que il ne unque prist Homage, &c. uncore il ne poit disclaimen en tiel cas, ne en nul autre cas, car ils ne point anienter ou divestir chose de fee que ad este vestus en leur meason.

Item si homo que tient son terre per Homage Auncestrell alien a un autre en fee, le alience ferra Homage a son Seignior; mes il ne tient de son Seignior per Homage Auncestrell, pur ceo que le tenancie ne fust continuee en le sanke de les auncestors lalience naverra james garrantie de la terre de son Seignior, pur ceo que le continuance del tenancie en le tenant & a son sanke per lalienation est discontinuee. Et sic vide, que si le tenant que tient la terre per Homage Auncestrell de son Seignior alien en fee, coment que il reprist estate

And it is to be understood, that in every case where the Lord may disclaim in his Seignior by the Law, and of this he will disclaim in a Court of Record, his Seigniorie is extinct, and the Tenant shall hold of the Lord next paramount to the Lord which so disclaimeth. But if an Abbot or Prior be vouched by force of Homage Auncestrell, &c. albeit that he never took Homage, &c. yet he cannot disclaim in his case, nor in any other case, for they cannot take away or divest a thing in fee which hath been vested in their house.

Also if a man which holds his land by Homage Auncestrell alien to another in fee, the Alience shall do Homage to his Lord, but he holdeth not of his Lord by Homage Auncestrell, because the Tenancy was not continued in the blood of the Ancestors of the Alience; neither shall the Alience have warranty of the Land of his Lord, because the continuance of the tenancy in the Tenant and to his blood by the alienation is discontinued. And so see, that if the Tenant which holdeth his Land of his Lord by Homage Auncestrell alieneth

de

de l'alienee arriere enfee, il tient la terre per Homage, mes nemy per Homage Auncestrell.

Item il est dit, que si home tient sa terre de son Seigneur per Homage & Fealty, & il ad fait Homage & Fealty a son Seigneur, & le seigneur ad issue fits, & devy, & le Seigniorie descendist a le fits; en ceo cas le Tenant que fist Homage al pere ne ferra Homage al fits, pur ceo que quant un tenant ad fait un foies Homage a son Seigneur, il est excuse pur terme de sa vie de faire Homage a aucun autre leire del Seigneur, mes uncore il ferra fealty al fits & heire le Seigneur, coment que il fist fealty a son pere.

Item si le Seigneur, apres l'Homage a luy fait per son Tenant, grant le service de son Tenant per le fait a un autre enfee, & le Tenant atturnd, &c. donque le Tenant ne ferra my compel de faire Homage, mes il ferra fealty, coment que il fist fealty devant a le grauntor. Car fealty est incident a chescun atturndement del Tenant, quant le Seigniorie est grant. Mais si aucun

in fee, though he taketh an estate again of the alienee in fee, yet he holds the land by Homage, but not by Homage Auncestrell.

Also it is said, that if a man holds his Land of his Lord by Homage and Fealty, and he hath done Homage and Fealty to his Lord, and the Lord hath issue a son, and dies, and the Seigniorie descendeth to the son; in this case the Tenant which did Homage to the Father shall not do Homage to the Son, because that when a Tenant hath once done Homage to his Lord, he is excused for term of his life to do Homage to any other heir of the Lord; but yet he shall do fealty to the son and heir of the Lord, although he did fealty to his Father.

Also if the Lord, after the Homage done unto him by the Tenant, grant the service of his Tenant by Deed to another in fee, and the Tenant atturndeth, &c. the Tenant shall not be compelled to do Homage; but he shall do fealty, although he did fealty before to the Grantor. For fealty is incident to every atturndement of the Tenant, when the Seigniorie is granted. But if any man be sei-

home soit seise dun man-
nor, & un autre home
tient de luy la terre come
del mannor avantdit per
Homage, le quel Tenant
ad fait Homage a son
Seignior que est seise del
manner, si apres un e-
strange port Præcipe quod
reddat envers le Seignior
del mannor, & recovers
le mannor envers luy, &
suis execution: en cest
cas le tenant ferra autre-
foits Homage a celuy que
recovers le mannor, co-
ment que il fist Homage
devant, pur ceo que le-
stat celuy que receivoit le
primer Homage est defeate
per l' recovery; & ne
girra en la bouche le Te-
nant a faulx ou defeater
le recoverie que fuit en-
vers son Seignior. Et sic
vide diversitatem en ceo
case lon home vient a le
Seignior per recovery, &
lon il vient per descent
ou per graunt al Seigni-
ory.

Item si un Tenant que
doit per son Tenure faire
a son Seignior Homage vi-
ont a son Seignior, & dit
a luy, Sir, jeo doy avous
faire Homage pur les Te-
nements que jeo teigne de
vous, & jeo sue icy prist
a vous faire Homage pur
mesmes les Tenements,
pur que jeo vous pry que

sed of a Mannor, and ano-
ther holds of him the Land
as of the Mannor aforesaid
by Homage, which Tenant
hath done Homage to his
Lord who is seised of the
Mannor, if afterwards a
stranger bringeth a Præcipe
quod reddat against the Lord
of the Mannor, and re-
covereth the Mannor a-
gainst him, and sues Exe-
cution: in this case the
Tenant shall again do Ho-
mage to him which recove-
red the Mannor, although
he had done Homage be-
fore, because the estate of
him which received the
first Homage is defeated by
the recovery, and it shall
not lie in the power of the
Tenant to falsifie or defeat
the recovery which was a-
gainst his Lord. And so see
a diversity in this case,
where a man cometh to a
Seignior by recovery, and
where he cometh to the
same by descent or grant.

Also if a Tenant which
ought by his Tenure to do
his Lord Homage cometh
to his Lord, and saith unto
him, Sir, I ought to do
Homage unto you for the
Tenements which I hold of
you, and I am here ready
to do Homage to you for
the same Tenements, and
therefore I pray you that

ore ceo voiles recevoir de moy.

Et si le Seignior adonques refusa de ceo recevoir, donques apres tel refusal le seignior ne poet distreiner le Tenant pur le Homage aderere, devant que le Seignior requiroit le Tenant de faire a luy Homage, & le Tenant a ceo faire refusa.

Item home poit tener sa terre per Homage Auncefrell & per Escuages ou per autre service de Chevalier, auxibien sicome il poit tenant sa terre per Homage Auncefrell en Socage.

you would now receive the same from me.

And if the Lord shall then refuse to receive this, then after such refusal the Lord cannot distrein the Tenant for the Homage behind, before the Lord requireth the Tenant to do Homage unto him, and the Tenant refuse to do it.

Also a man may hold his Land by Homage Auncefrell and by Escuage, or by other Knights Service, as well as he may hold his land by Homage Auncefrell in Socage.

CHAP. VIII.

Grand Serjeanty.

TEnure per grand serjeantie est, loun un home tient ses terres ou Tenements de nostre Seignior le Roy per tels services que il doit en son proper person fair al Roy; come de porter l' banner de nostre Seignior le Roy, ou sa tance, ou de amesner son hoste, ou de desivre son Marshall, ou de porter son espee devant luy

TEnure by grand Serjeanty is, where a man holds his Lands or Tenements of our Sovereign Lord the King by such services as he ought to do in his proper person to the King; as to carry the banner of the King, or his lance, or to lead his army, or to be his Marshall, or to carry his sword before him at his

H 1 a son

*a son coronement, ou desre
se. Sewer a son coronement
ou son Carver, ou son But-
ler, ou desre un de ses
Chamberlains de le rescit
de son Eschequer, ou de
faire auters tiels services.
Etc. Et la cause que tiel
service est appell grand
Serjeanty est, pur ceo que
il est plus grand & plus
digne service que est le
service en le tenure des-
cuage. Car celui que ti-
ent per Escuage nest pas
limite per sa tenure de
faire aucun plus especial
service que aucun autre
que tient per Escuage
doit faire. Mes celui que
tient per grand Serjeanty
doit fair un especial ser-
vice al Roy, que il que ti-
ent per Escuage ne doit
faire.*

*Item si Tenant que ti-
ent per Escuage morust,
son heire esteant de pleine
age, sil tenoit per un fee
de Chivaler, le heire ne
paiera forsque C. s. pur
relief, come est ordeine
per le estatute de Magna
Charta, cap. 1. Mes si
celuy que tient de Roy per
grand Serjeanty morust,
son heire esteant de plein
age, le heire paiera al
Roy pur relief le value de
les terres ou Tenements per
an (ouster les charges &
repenses) queux il tient*

Coronation, or to be his
Sewer at his Coronation, or
his Carver, or his Butler,
or to be one of his Cham-
berlains of the receipt of
his Exchequer, or to do o-
ther like services, &c. And
the cause why this service
is called grand Serjeanty is,
for that it is a greater and
more worthy service than
the service in the Tenure
of Escuage. For he which
holdeth by Escuage is not
limited by his Tenure to
do any more especial ser-
vice than any other which
holdeth by Escuage ought
to do: but he which hol-
deth by grand Serjeanty
ought to do some special
service to the King, which
he that holds by Escuage
ought not to do.

Also if a Tenant which
holds by Escuage dieth, his
heir being of full age, if he
holdeth by one Knights
fee, the heir shall pay but
a C. s. for relief, as is or-
dained by the statute of
Magna Charta, c. 2. But
if he which holdeth of the
King by grand Serjeanty
dieth, his heir being of full
age, the heir shall pay to
the King for relief one
years value of the lands or
Tenements which he hol-
deth of the King by grand
Serjeanty, over and besides

del Roy per grand Serjeantie. Et est asavoir, que Serjeantia en Latin idem est quod servitium; & sic Magna Serjeantia idem est quod magnum servitium.

Item ceux que teignent per Escuage doivent faire leur service hors de royaume, mes ceux que teignent per grand Serjeantie, par le greindor part, doivent faire leur services deins le Roialme.

Item il est dit, que en le Marches de Scotland aucuns teignent de Roy per Cornage, cestasavoir, par ventier un cornu, par garnier homes de pais quant ils oyent que le Scottes ou autres enemies veignent ou voient enter en Engleterre; quel service est grand Serjeanty. Mes si aucun Tenant tient d'aucun autre Seigneur que de Roy per tel service de Cornage, ceo n'est pas grand Serjeanty, mes est service de Chivaler, & trait a luy garde & mariage, car nul poit tener per grand Serjeanty si non de Roy tantselement.

Item home poit veier Anno 11 H. 4. que Cockayne, que chiefe Baron deschequer, vient en le common bank, portant avecques luy la Copy

all charges and reprises. And it is to be understood, that Serjeantia in Latine is the same quod servitium; and so Magna Serjeantia is the same quod Magnum Servitium.

Also they which hold by Escuage ought to do their service out of the Realm, but they which hold by Grand Serjeanty (for the most part) ought to do their services within the Realm.

Also it is said, that in the Marches of Scotland some hold of the King by Cornage, that is to say, to winde a horn, to give men of the Country warning when they hear that the Scotts or other enemies are come or will enter into England, which service is grand Serjeanty. But if any Tenant hold of any other Lord than of the King by such service of Cornage, this is not grand Serjeanty, but it is Knights Service, and it draweth to it Ward and Marriage: for none may hold by grand Serjeanty but of the King only.

Also a man may see in Anno 11 H. 4. that Cockayne, then Chief Baron of the Exchequer, came into the Common Place, and brought with him the Copy

*dun recorde in hœc ver-
bu; talis tenet tantam
terram de Domino rege
per Serjeantiam, ad in-
veniendum unum homi-
nem ad guerram ubicun-
que infra quatuor Ma-
ria, &c. Et il demanda
sil fuit grand Serjeantie
ou petit Serjeantie. Et
Hanke adonques disoit,
que il fuit grande Ser-
jeantie, pur ceo que il ad
service a fair per corps
dun home, & sil ne pur-
ra trover nul home a faire
le service pur luy, il mes-
me doit faire. Quod alii
Iusticiarii concesserunt.
(Cokain) Donque doit
le Tenant en ceo cas paier
relief al value del terre
por an? Ad quod non
fuit responsam.*

*Et nota que tous que
teignent de Roy per grand
Serjeanty teignent de Roy
per service de Chivalrie,
& le Roy pur ceo avera
ward, marriage, & re-
lief; mes le Roy n'avera
de eux Escuage, sils ne
teignent de luy per Esqu-
age.*

of a Record in these words;
*Talis tenet tantam terram de
Domino Rege per Serjeanti-
am, ad invenendum unum
hominem ad guerram ubicun-
que infra quatuor Maria,
&c.* And he demanded if
this were grand Serjeanty
or petit Serjeanty. And
Hanke then said, that it
was grand Serjeanty, be-
cause he had a service to do
by the body of a man, and
if he cannot find a man to
do the service for him, he
himself ought to do it. *Quod
alii Iusticiarii concesserunt.*
Then, saith Cokaine, ought
the Tenant to pay Relief
to the value of the Land by
the year? *Ad quod non
fuit responsum.*

And note that all which
hold of the King by grand
Serjeanty hold of the King
by Knights service, and
the King for this shall have
Ward, Marriage, and Re-
lief; but he shall not
have of them Escuage, un-
less they hold of him by
Escuage.

CHAP. IX.

Petit Serjeanty.

TEnure per petit Serjeanty est, l'ou homme vient sa terre de nostre Seigneur le Roy, & de rendre au Roy annuellement un carke, ou un espee, ou un dagger, ou un cuttel, ou un lance, ou un paire de Gants de ferre, ou un paire de Spours dore, ou un sete, ou divers setes, & de rendre autres tiels petit choses touchant le

guerre. Et tiel service ne se fait que Socage en effect, par ceo que tiel Tenant per son Tenure ne doit valer ne faire aucun chose en son propre person touchant le guerre, mais de rendre & payer annuellement certain choses au Roy, si come homme doit payer un Rente.

Et note, que homme ne peut tenir per grand Serjeanty, ne per petit Serjeanty, sinon de Roy, &c.

TEnure by petit Serjeanty is, where a man holds his Land of our Sovereign Lord the KING, to yield to him yearly a Bow, or a Sword, or a Dagger, or a Knife, or a Lance, or a pair of Gloves of Maile, or a pair of gilt Spurs, or an Arrow, or divers Arrows, or to yield such other small things belonging to War.

And such service is but Socage in effect, because that such Tenant by his Tenure ought not to go nor do any thing in his proper person touching the warre, but to render and pay yearly certain things to the King, as a man ought to pay a Rente.

And note, that a man cannot hold by grand Serjeanty, nor by petit Serjeanty, but of the King, &c.

CHAP.

C H A P. X.

Tenure en Burgage.

Tenure en Burgage est; l'on auncient Burgh est, de que le Roy est Seignior, & ceux qui ont Tenements deins le Burgh seignent del Roy leur Tenements, que chescun Tenant pur son Tenement doit payer al Roy un certain rent per an, &c. Et tel Tenure nest forsque Tenure en Socage.

Et mesme le maner est, soit un autre Seignior Espiritual ou Temporal est Seignior de tel Burgh, & les Tenants de Tenements en tel Burgh seignent de leur Seignior, a payer chescun de eux un annual Rent.

Et est appel tenure en Burgage, pur ceo que les Tenements deins le Burgh sont sous del Seignior del Burgh par certaine rent, &c. Et est a sçavoir que les auncient villes appel Burgs sont les plus auncient vills que sont deins Engleterre; car ceux vills que ore sont Cities ou

Tenure in Burgage is, where an auncient Burrough is; of the which the King is Lord, and they that have Tenements within the Burrough hold of the King their Tenements, that every Tenant for his Tenement ought to pay to the King a certain rent by year, &c. And such Tenure is but Tenure in Socage.

And the same manner is, where another Lord Spiritual or Temporal is Lord of such a Burrough, and the Tenants of the Tenements in such a Burrough hold of their Lord, to pay each of them yearly an annual Rent.

And it is called Tenure in Burgage; for that the Tenements within the Burrough be holden of the Lord of the Burrough by certain rent, &c. And it is to wit that the auncient Towns called Burroughs be the most auncient Towns that be within England; for the Towns that now be Cities

Counties.

Counties, en aucuns temps
fuèrent Burghs, & appel-
les Burghs; car de tielx
ancien villes appellees
Burghs veignent les Bur-
gesses al Parliament, quant
le Roy ad summon son Par-
liament.

Item pur le greinder
part tiels Burghs ont di-
vers customes & usages
que nont pas autres villes.
Car ascuns Burghs ont
tiel custome, que si homo
ad issue plusieurs firs, &
morust, le puisne firs en-
heriterre tous les Tene-
ments que fuere a son
pere deins mesme le Burgh,
come heire a son pere, per
force de custome. Et tiel
custome est appel Burgh
English.

Item en ascuns Burghes
per le custome feme avera
pur sa dower tous les Te-
nements que fuèrent a sa
baron, &c.

Item en ascuns Burghes
per le custome home poit
deviser per son Testament
ses terres & Tenements
que il ad en fee simple de-
ins mesme le Burgh al
temps de s. morant; &
per force de tiel devise, se-
ra que tiel devise est
faite, apres le mors le de-
visor, poit enter en les
Tenements issint a luy de-
viser, a aver & tener a
luy selonque la form &

or Counties, in old time
were Boroughs, and called
Boroughs, for of such old
Towns called Boroughs
come the Burgesses of the
Parliament to the Parlia-
ment, when the King hath
summoned his Parliament.

Also for the greater part
such Boroughs have divers
customs and usages which
be not had in other Towns.
For some Boroughs have
such a custome, that if a
man have issue many sons,
and dieth, the younger son
shall inherit all the Tene-
ments which were his fa-
thers within the same Bo-
rough, as heir unto his fa-
ther, by force of the cu-
stom: the which is called
Borough English.

Also in some Boroughs
by custom the wife shall
have for her dower all the
Tenements which were her
husbands.

Also in some Boroughs
by the custome a man may
devise by his Testament his
Lands & Tenements which
he hath in Fee simple with-
in the same Borough at the
time of his death; and by
force of such Devise, he to
whom such Devise is made,
after the death of the De-
visor, may enter into the
Tenements so to him devi-
sed, to have and to hold
to him after the form and
effect

effect del devise, sans aucun livery de seisin desiré fait a luy, &c.

Nota, comment que home ne poit granter ne doner ses Tenements a sa feme durant le coverture, pur ceo que la feme & luy ne sont forsque un person en Ley, uncore per tiel custome il poit deviser per Testament ses Tenements a sa feme, a aver & tener a luy en Fee simple, ou en Fee taile, pur terme de vie, ou pur terme des ans; pur ceo que tiel devise ne prist effect forsque apres la mort le Devisor; car tous devises ne preignent effect forsque apres la mort le devisor. Et si home fait a divers temps divers Testaments & divers devises, &c. uncore le darrein devise & volunt fait per luy estoiera, & lauters sont voides.

Item per tiel custome home poit deviser per son Testament, que ses Executors poient aliener & vender ses Tenements que il ad en Fee simple pur certaine summan de money, a distributer pur son alme. En cest cas, comment que le devisor devie seise de les Tenements, & les Tenements descendont a son heire, uncore les Executors

effect of the devise, without any livery of Seisin thereof to be made to him, &c.

Also though a man may not grant nor give his Tenements to his Wife during the coverture, for that his Wife and he be but one person in the Law, yet by such custome he may devise by his Testament his Tenements to his Wife, to have and to hold to her in Fee simple, or in Fee tail, or for term of life, or years; for that such Devise taketh no effect but after the death of the Devisor. And if a man at divers times makes divers Testaments and divers Devises, &c. yet the last Devise and Will made by him shall stand, and the other are void,

Also by such custom a man may devise by his Testament, that his Executors may alien and sell the Tenements that he hath in Fee simple for a certain sum, to distribute for his Soul. In this case, though the devisor die seised of the Tenements, and the Tenements descend unto his heir, yet the Executors after the death of the Te-

apres

après le mort leur testa-
tor poyent vendre les te-
nements issint a eux devi-
ses, & ouste le heire, &c.
ent faire feoffment, alie-
nation, & estate per fait,
ou sans fait, a eux a que-
ux le vende est fait. Et
issint pou veier icy un cas
ou home poit faire loial
estate, & uncore il na-
voitriens en les Tenements
al temps del estate fair.
Et le cause est, pur ceo
que la custome & usage
ad este tiel. Quia con-
suetudo ex certa causa
rationabili usitata privat
Communem Legem.

Et nota que nul custome
est allowable, mesque tiel
custome que ad este use
per title de prescription,
sc. de temps dont memorie
ne curt. Mes divers O-
pinions ont este de temps
dont memorie, &c. &
de title per prescription,
que est tout un en Ley. Car
ascuns ont dit, que temps
de memoria serra dit de
temps de limitation en un
brieft de droit, scilicet de
temps le Roy R. le 1. puis
le conquest, come est done
per l' statute de Westminst.
1. pur ceo que le brieft de
droit est le plus hault
brieft en sa nature que
poit estre. Et per tiel brieft
come poit recover son dro-
it de la possession son An-
-

stator may sell the Tene-
ments so devised them, and
put out the heir, and there-
of make a feoffment, alie-
nation, and estate by Deed,
or without deed, to: them
to whom the sale is made.
And so may ye here see a
case where a man may
make a lawful estate, and
yet he hath nought in the
Tenements at the time of
the estate made. And the
cause is, for that the cu-
stome and usage is such.
For a custome used upon a
certain reasonable cause de-
priveth the Common Law.

And note, that no cu-
stome is to be allowed, but
such custome as hath been
used by title of prescrip-
tion, that is to say, from
time out of mind. But di-
vers opinions have been of
time out of mind, &c. and
of title of prescription,
which is all one in the Law.
For some have said, that
time et mind should be
said from time of limitation
in a Writ of Right, that is
to say, from the time of
King Richard the first after
the Conquest, as is given
by the Statute of West-
minster the first, for that a
Writ of Right is the most
high Writ in his nature
that may be. And by such
a Writ a man may recover
cestors

cestors de plus ancien
 temps que l'homme parloit
 per aucun brieve per le ley,
 &c. Et tant que il est
 done per le dit estatute,
 que en brieve de droit nul
 foye oye a demander de le
 seisin son Ancestors de
 plus longe temps que de
 temps le Roy R. avant dit;
 issint ceo est prove que
 continuance de possession,
 ou autres customes & u-
 sages usez puis le dit temps,
 est le title de prescription,
 &c. & hoc certum est.
 Et auters ont dit, que bien
 & verity est, que seisin
 & continuance puis le dit
 limitation, &c. est un
 title de prescription, come
 est avant dit, & per cause
 avant dit. Mes ils ont
 dit que il y auxy un autre
 title de prescription, que
 fuit a la common ley de-
 vant aucun estatute de li-
 mitation de brieve, &c.
 & ceo fuit lou un custome
 ou un usage, ou autre chose,
 ad este use de temps
 dont memory des homes ne
 curt a la contrarie. Et ils
 ont dit, que il est prove
 per le pleder: lou home
 voit pleder un title de pre-
 scription de custome, il
 dira que tiel custome ad
 este use de tempore cujus
 contrarium memoria ho-
 minum non existit, &
 ceo est tant a dire,

his right of the possession
 of his Ancestors of the
 most ancient time that any
 man may by any writ by
 the Law, &c. And in so
 much that it is given by
 the said Estatute, that in a
 Writ of right none shall be
 heard to demand of the
 Seisin of his Ancestors of
 longer time than of the
 time of King Richard afore-
 said; therefore this is pro-
 ved, that continuance of
 possession, or other cu-
 stomes and usages used af-
 ter the same time, is the
 title of prescription, &c.
 and this is certain. And
 others have said, that well
 and truth it is, that seisin
 and continuance after the
 limitation, &c. is a title of
 prescription, as is afore-
 said, and by the cause a-
 foresaid. But they have
 said that there is also ano-
 ther title of prescription,
 that was at the Common
 Law before any estatute of
 limitation of writs, &c.
 and that it was where a
 custome or usage, or other
 thing, hath been used for
 time whereof mind of man
 runneth not to the contrary.
 And they have said, that
 this is proved by the plea-
 ding: where a man will
 plead a title of prescription
 of custome, he shall say
 that such custome hath

quant

quant tiel matter est plede
que nul home adonque en
vie ad oye ascun prooffe a
le contrary, ne avoit as-
cun confusans a le contra-
ry. Et entant que tiel title
de prescription fuit a le
common ley, & nient ou-
tre per ascun estatute, ergo
il demurt come il fuit a le
common ley; & le plus
loft, entant que la dit li-
mitation de brieve de droit
est de cy long tempz pas-
se. Ideo de hoc quare.
Et plusors autres customes
& usages ont tiels anci-
ent Burghs,

Item, chescun Burgh
est un ville, mes nemy è
converso. Plus serra dit
de custome en le Tenure
de Villenage.

been used from time where-
of the memory of men run-
neth not to the contrary,
that is as much as to say,
when such a matter is plea-
ded that no man then alive
hath heard any proof of the
contrary, nor hath no
knowledge to the contrary.
And insomuch that such
title of prescription was at
the Common Law, and not
put out by an estatute.
Ergo it abideth as it was at
the Common Law: and the
rather, insomuch that the
said limitation of a writ of
right is of so long time pas-
sed. Ideo quare de hoc. And
many other customes and
usages have such ancient
Boroughs.

Also, every Borough is a
Town, but not è converso.
More shall be said of cus-
tome in the tenure of Vil-
lenage.

C H A P. XI.

Villenage.

TENURE in Villenage
est plus properment;
quant un villein
tient de son Seignior a que
il est villein certain ter-
res ou Tenements selon-
que le Custome del Ma-

TENURE in Villenage is
most properly, when
a Villein holdeth of
his Lord to whom he is a
Villein certain lands or
Tenements according to
the Custome of the Man-

nor ou autrement a la volun-
 lunt son Seignior, & de
 faire a son Seignior villein
 service; come de porter
 & de carier le fime le
 Seignior hors del City, ou
 del Manor son Seignior;
 jesques a la terre son Seig-
 nior, en gisant ceo sur le
 terre, & hujusmodi. Et
 ascun franke homes teig-
 nont leur Tenements se-
 lonque le custome del cer-
 tain Manors per tiels ser-
 vices. Et leur Tenure auxy
 est appel Tenure in ville-
 nage; & uncors ils ne sont
 pas villeines. Car nul ter-
 re tenu in Villenage, ou
 villeine terre; ne ascun
 custome surdant de la
 terre; ne unques ferra
 frank home Villein; mes
 un villein puit fair frank
 terre desle Villein terre a
 son Seignior. Sicome lon
 un Villein purchase terre
 en Fee simple ou en Fee
 tail, le Seignior del Vil-
 lein poet enter en la terre,
 & ouste le Villein & ses
 heires a tous jours: &
 puis le Seignior (sil vo-
 loit) puit lesser mesme la
 terre a le Villein, a tener
 en Villenage.

Et nota, si Feoffment
 soit fait a certain person
 ou persons, en fee al use
 dun Villeine, ou si un Vil-
 leine ove autars persons
 soient enfeoffes al use le

nor or otherwise at the will
 of his Lord, and to do to
 his Lord villein-service;
 as to carry and recarry the
 dung of his Lord out of the
 City, or out of his Lords
 Mannor, unto the Land of
 his Lord, and to spread the
 same upon the Land, and
 such like. And some free-
 men hold their Tenements
 according to the custom of
 certain Mannors by such
 services. And their Tenure
 also is called Tenure in
 Villenage, and yet they
 are not Villeins. For no
 land holden in Villenage,
 or villein land, nor any
 custome arising out of the
 land, shall ever make a free
 man Villein; but a Villein
 may make free land to be
 Villein land to his Lord.
 As where a Villein pur-
 chaseth land in Fee simple
 or in Fee rail, the Lord of
 the Villein may enter into
 the land, and oust the
 Villein and his heirs for
 ever: and after, the Lord
 (if he will) may let the
 same land to the Villein,
 to hold in Villenage.

And note, if a Feoffment
 be made to a certain per-
 son in Fee to the use of a
 Villein, or if a Villein with
 other persons be infeoffed
 to the use of the Villein,

Villeine

Villeine, quel estate que le
Villeine ad en le use, en
Fee tail, pur terme de vie
ou dans, l' Seignior del
villein poit enter en tous
ceux terres & tenements,
sicme l' Villeine ust este
sole seisie del demesne. Et
cest per Lestapute de Anno
19 H. 7. cap. 15.

Mes si ascun Franke
lome voile prendre ascun
terres ou Tenements a te-
ner de son Seignior per
ciel villein service, s. a
payer un fine a luy pur le
mariage de ses fies ou files,
dons; il paiera ciel fine pur
le mariage: & nient ob-
stant que il est le folle de
ciel Franke home de pren-
der en ciel forme terres
ou Tenements a tener de
le Seignior per ciel bon-
dage uncore ceo ne fait le
Franke home villeine.

Item chescun villein ou
est un villein per title de
Prescription, cestascavoir,
que il & ses Auncestors
ont este Villeins de temps
dont memorie ne curt; ou
il est Villein per son con-
fession demesne en Court
de Record.

Mes si Franke home ad
divers issues, & pui il
confesse luy misme destre
villein a un autre en
Court de Record, uncore
les issues que il avera de-
vant le confession sont

what estate soever that the
Villain hath in the use, in
Fee tail, for term of life or
years, the Lord of the Vil-
lein may enter into all
those lands and Tenements,
as if the Villain had been
sole seised of the Demesne.
And this is given by the
statute of Anno 19 H. 7.
cap. 15.

But if a Freeman will
take any Lands or Tene-
ments to hold of his Lord
by such villeine service,
viz. to pay a Fine to him
for the marriage of his sons
or daughters, then he shall
pay such fine for the mar-
riage: yet notwithstanding
though he be the folly of
such Freeman to take in
such form Lands or tene-
ments to hold of the Lord
by such bondage, yet this
maketh not the Freeman a
villain.

Also every villein is ei-
ther a villein by title of
Prescription, to wit, that
he and his Auncestors have
been villeins time out of
mind of man; or he is a
Villain by his own confes-
sion in a Court of Re-
cord.

But if a Freeman hath
divers issues, and after-
wards he confesseth him-
self to be a villain to ano-
ther in a Court of Record,
yet those issues which he
hath before the confession

franks; mes les issues que il avera apres le confession seront vilains.

Item si le Villein purchase terre, & alien la terre a un autre devant que le Seignior enter, donques le Seignior ne poit enter, car il serra adjudge son folie, que il nensra pas quant la terre fuit en la maine le Villein. Et issint est des biens: si le Villein achate biens, & eux vend ou done a un autre devant que le Seignior seifist les biens, adongues le Seignior ne poit eux seifiser: mes si le Seignior devant aucun tuel vender ou done, vient deint la ville la ou eulx biens sont, & la overtment enter les voisins claima les biens, & se fist parcel des biens en mesme de seifin de tous les biens que le Villein ad, ou aver poit, &c. ceo est dit bon seifin en ley, & le occupation que le Villein ad apres tuel claim en les biens serra pris en le droit le Seignior.

Mes si le Roy ad un Villein que purchase terre, & alien devant que le Roy entra, uncore le Roy poit enter, en que maines que la terre deviendra. Or si le Villein achata biens, & eux vendist de-

are free; but the issues which he shall have after the confession shall be villains.

Also if a Villain purchase Land, and alien the Land to another before that the Lord enter, then the Lord cannot enter, for it shall be adjudged his folly, that he did not enter when the Land was in the hands of the Villain. And so it is of goods: if the Villain buy goods, and sell or give them to another before the Lord seifeth them, then the Lord may not seife the same: but if the Lord before any such sale or gift cometh into the Town where such goods be, and there openly amongst the neighbours claims the goods, and seizes part of the goods in the name of Seifin of all the goods which the Villain hath, or may have, &c. this is a good Seifin in Law, and the occupation which the Villain hath after such claim in the goods shall be taken in the right of the Lord.

But if the King hath a Villein who purchases Land, and aliens it before the King enter, yet the King may enter, into whose hands soever the land shall come. Or if the Villein buyeth goods, and sell them

vant

tant que le Roy seist les biens, uncoie le Roy poit seiser les biens en que maines que les biens sont. Quia nullum tempus occurrit Regi.

Item si home lessa certaine terre a un autre pur term de vie, s'avant le reversion a luy, & un villein purchase dal lessor le reversion: en cest cas il semble que le Seignior del villein poit maintenant venant a la terre, et clame le reversion, come le Seignior le dit villein, & per cel clame le reversion est maintenant en luy. Car en autre form il ne poit venir a le reversion Car il ne poit enter sur le tenant a term de vie. Et si doit demurrer tanque apres le mort le tenant a term de vie, donques per cas il viendra trop tard. Car peradventure le villein ne voile grantir ou alien le reversion a un autre en la vie le tenant a terme de vie, &c.

En mesme le manner est, lou un villein purchase un Advowson dun Esglise plein dun incumbent, le Seignior del villein poit venir al dit Esglise, & clame le dit advowson, & per cel clame ladvowson est en luy. Car si doit attendre

before that the King seizeth them, yet the King may seize these goods in whole hands soever they be. Because nullum tempus occurrit Regi.

Also if a man let certain land to another for term of life, saving to himself the reversion, and a villein purchase of the lessor the reversion: in this case it seemeth that the Lord of the villein may presently come to the land, and claim the reversion, as the Lord of the said villein, and by this claim the reversion is forthwith in him. For in other form or manner he cannot come to the reversion, for he cannot enter upon the tenant for life. And if he should stay until after the death of the Tenant for life, then perchance he should come too late. For peradventure the villein will grant or alien the reversion to another in the life of the Tenant for life, &c.

In the same manner it is, where a villein purchases an advowson of a Church full of an incumbent, the Lord of the villein may come to the said Church, and claim the said advowson, and by this claim the Advowson is in him. For if he will attend till after

taugne apres l' mort l' incumbent, & adonque a presenter son clerke a le dit Esglise, donque en le meane temps le villeine poit aliener le aduowson, & issint ouste le deignior de son presentment.

Item il y ad villeine regardant, & villeine en gros. Villeine regardant est, sicome home est seise d'un Mannor a que un villeine est regardant, & celui que est seise del dit mannor, ou ceux que est a il ad en mesme le Mannor, ount este seises de le dit villeine & de ses Aucestors come villeines & niefz regardants a mesme le mannor de temps dont memorie ne curt. Et villeine en grosse est, loun home seise d'un Mannor a que un villeine est regardant, & il graunt mesme le villeine per son fait a un auter, donques il est villeine en grosse, & nemy regardant.

Item si un home & ses Aucestors que heir il est ount este seises d'un villein & des ses Aucestors come des Villeins en grosse de temps dont memorie ne curt, tiels sont Villeines en Grosse.

Et hic nota, que tiels choses que ne poient est grants ne aliens sans fait

the death of the Incumbent, and then to present his Clerk to the said Church, then in the mean time the Villein may alien the Aduowson, and so oust the Lord of his presentment.

Also there is a villein regardant, and a villein in gross. A villein regardant is, as if a man be seised of a Mannor to which a villein is regardant, and he which is seised of the said Mannor, or they whose estate he hath in the same Mannor, have been seised of the villein and of his Aucestors as villeins and niefz regardant to the same Mannor time out of memory of man. And villein in grosse is, where a man is seised of a Mannor whereunto a Villein is regardant, and granteth the same villein by his Deed to another, then he is a villein in gross, and not regardant.

Also if a man and his Aucestors whose heir he is have been seised of a Villein and of his Aucestors as of Villeins in Grosse time out of memory of man, these are Villeins in Grosse.

And here note, that such things which cannot be granted nor aliened with-

ou fine, home que voile aver tiels chose prescription ne poet auterment prescriber forsque en luy & en ses Ancestors que leir il est, & nemy per ceux parols, En luy & en ceux que estate il ad; pur ceo que il ne poet aver lour estate sans fait ou auter escripture, le quel covient destre monstre a le court, si le voile aver aucun advantage de ceo. Et pur ceo que le grant & alienation dun villein en gros ne gist sans fait ou auter escripture, ne ne poet prescriber en un villein en gros sans monstres descripture, si non en soy mesme que claim le villeine, & en ses Ancestors que heire il est. Mais de tiels choses que sont regardants ou appendants a un Mannor, ou a auters terres & Tenements, home poet prescriber, que il & ceux que estate il ad, queux furent seises de le Mannor, ou de tiels Terres & Tenements, &c. ont este seises de tiels choses, come regardants ou appendants a le Mannor, ou a tiels terres & Tenements, de temps dont memorie, &c. Et la cause est, pur ceo que tiel Mannor ou terres & tenements poient passer

out Deed or Fine, a man which will have such things by prescription cannot otherwise prescribe but in him and in his Ancestors whose heir he is, and not by these words, In him and them whose estate he hath; for that he cannot have their estate without Deed or other Writing, the which ought to be shewed to the Court, if he will take any advantage of it. And because the grant and alienation of a villein in gros lieth not without Deed or other Writing, a man cannot prescribe in a Villein in gros without shewing forth a Writing, but in himself which claims the Villein, and in his Ancestors whose Heir he is. But of such things which are regardant or appending to a Mannor, or to other Lands and Tenements, a man may prescribe, that he and they whose estate he hath, who were seised of the Mannor, or of such Lands and Tenements, &c. have been seised of those things, as regardant or appendant to the Mannor, or to such lands and Tenements, time out of mind of man. And the reason is, for that such Mannor or Lands and Tenements may pass by alienation

per alienation sans fait, without deed, &c.

&c.

Et est a sçavoir, que nul chose est nōsme regardant a un Mannor, &c. forsque villeine: mes certaine autres choses, come aduowson & common de pasture, &c. sont nōsmes appendants al Mannor, ou al terres & Tenements, &c.

Item si home voile en Court de Record soy conuſter deſtre villein, que ne fuit villein adevant, tiel est villein en groſſe.

*Item home que est vil-
lein est appelle villein, &
feme que est villein est ap-
pelle Nieſ: Sicome home
que est uilage est dit ut-
lage, & feme que est ut-
lage est dit waive.*

*Item si un Villein prent
frankesfeme a feme, & ad
issue enter eux, liſſues ſer-
ront Villeines. Mes si
Nieſe prent frankhome a
ſa baron, leur iſſues ſerra
franke.*

*Et ceſt contrarie a le
Ley Civil, car la est dit,
Partus ſequitur ventrem.*

*Item nul baſtard poert
eſtre villein, si non que il
voile soy conuſtre eſtre Vil-
leine en Court de Record,
car il est en ley quasi*

And it is to be under-
ſtood, that nothing is na-
med regardant to a Mannor,
&c. but a villein: but cer-
tain other things, as an ad-
uowſon and common of Pa-
ſture, &c. are named appen-
dant to the Mannor, or to
the Lands and Tenements,
&c.

Also if a man will ac-
knowledge himſelf in a
Court of Record to be a
Villein, who was not a Vil-
lein before, ſuch a one is a
Villein in groſſe.

Also a man which is a
villein is called a Villein,
and a woman which is vil-
lein is called a Nieſe: As a
man which is outlawed is
called Outlawed, and a wo-
man which is outlawed is
called Waived.

Also if a Villein taketh
a freewoman to wife, and
have iſſue between them,
the iſſue ſhall be Villeins.
But if a Nieſe taketh a
Freeman to her huſband,
their iſſue ſhall be free.

This is contrary to the
Civil Law, for there it is
ſaid, *Partus ſequitur ven-
trem.*

Also no baſtard may be a
villein, unleſſe he will ac-
knowledge himſelf to be a
Villein in a Court of Re-
cord, for he is in Law qua-
nullius

*nullius filius, pur ceo que
il ne poiz enheriter a nul-
luy.*

*Item chescun villain est
able & franke de fuer
tous manners d'actions en-
vers chescun person, for-
spris envers son Seignior a
que il est villein. Et un-
core en certain choses il
poiz aver action envers son
Seignior. Car il poiz aver
envers son Seignior un
action d'appeale de mort
son pere, ou d'auter de les
Auncestors que heire il
est.*

*Auxy un Niese que est
ravie per sa Seignior poiz
aver un appeale de rape
envers luy.*

*Auxy si un villeine soit
fait executor a un auter,
& le Seignior del villeine
fuit en dette a le testator
en un certaine summe dar-
gent que nest my paie, en
ceo case le villeine come
Executor de le Testator
avera action de det envers
son Seignior, pur ceo que
il ne recouvrera le det a son
use demesne, mes al use le
Testator.*

*Item le Seignior ne poiz
prendre hors del possession
de ziel villein que est Ex-
ecutors les biens le mort ;
& sil face, le villein come
Executor avera action de
trespasse de mesmes les bi-
ens issint prises envers son*

*si nullius filius, because
he cannot be heir to any.*

Also every Villein is able
and free to sue all manner
of Actions against every
person, except against his
Lord to whom he is Villein.
And yet in certain things
he may have against his
Lord an Action. For he may
have against his Lord an
action of appeal for the
death of his Father, or of
his other Ancestors whose
heir he is.

Also a Niese that is ra-
vished by her Lord may
have an Appeal of Rape a-
gainst him.

Also if a Villein be made
Executor to another, and
the Lord of the Villein was
indebted to the Testator in
a certain sum of money
which is not paid, in this
case the Villein as Execu-
tor of the Testator shall
have an Action of debt a-
gainst his Lord, because he
shall not recover the debt
to his own use, but to the
use of the Testator.

Also the Lord may not
take out of the possession
of such Villein who is Ex-
ecutor the goods of the de-
ceased ; and if he doth, the
Villein as Executor shall
have an action for the same
goods so taken against his
Seignior,

Seignior, & recouera damages al' use de testator. Mes en tous tielx cas il covient que la Seignior, que est defendant en tielx actions, face protestation que le Plaintife est son vil-
leine, ou auerement le vil-
leine serra enfranchise, come-
ment que le matter soit
trouve par le Seignior, &
encounter le villein, come
est dit.

Item si Villeine fuist un
action de trespass, ou un
auter action, envers son
Seignior en un Countie, &
le Seignior dis que il
ne serra respondus, pur ceo
que il est son villeine re-
gardant a son mannor en
auter Countie, & le
Plaintife dis que il est
franke, & de franke esta-
te, & nemy villeine; ceo
serra trie en le Countie lon
le Plaintife avoit conceve
son action, & nemy en le
countie lon le mannor est,
& ceo est in favorem li-
bertatis. Et pur cel cau-
se un estatute fait fait an
9 R. 2. cap. 21 le tenor
de quel ensueit en tiel
forme. Item pur la
plusors villes & Nests,
cibien des graundes Seigni-
ors come des auters gentes,
cibien es spirituals come
temporals, sensuent deins
Cities, Villes, & lieux
enfranchise, come en la

Lord, and shall recover
damages to the use of the
Testator. But in all such
cases it behoveth that the
Lord, which is Defendant
in such Actions, maketh
protestation that the Plain-
tiff is his Villein, or other-
wise the Villein shall be
infranchised, although the
matter be found for the
Lord, and against the vil-
lein, as it is said.

Also if a Villein sueth an
action of trespass, or any
other action, against his
Lord in one County, and
the Lord saith that he shall
not be answered, because
he is his Villein regardant
to his Mannor in another
County, and the Plaintife
saith that he is free, and of
a free estate, and not a vil-
lein; this shall be tried in
the County where the
Plaintife hath conceived his
action, and not in the
County where the Mannor
is, and this is in favour of
liberty. And for this cause
a Statute was made anno 9
R. 2. cap. 21 the tenor
whereof followeth in this
form. Also for that where
many Villeins and Nests,
as well of great Lords as of
other men, as well of Spi-
ritual and Temporal, shie
and go into Cities, Towns
and places franchised, as
into the City of London,

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Citie de Londres, et autres semblables, et seignont divers Suits envers leur Seignior, a cause de eux faire franke par le response de leur Seignior. Et Accorde est en assens, que les Seignours ne autres ne soient myforbarres de leur Villeins, par cause de leur response en ley. Perforce de quel estatue, si aucun villein voilloit suer aucun maner de action a son us de mesme en aucun Countee, ou il est fort a trier envers son Seignior, le Seignior paye eslyer de pleader que le Plaintife est son villein, ou de faire protestation que il est son villein, et de pleader son autre matter en barre. Et si ils sont a issue, et l'issue soit trouue par le Seignior, donque le villein est villein, come il fuit devant, per force de mesme l'estatue. Mes si le issue soit trouue par le Villein, donque le villein est franke, par ceo que le Seignior ne prist al commencement par son plee que le villein fuit son villein, mes ceo prist per protestation, &c.

Item le Seignior ne poet mayhemer son villein, Car sil mayhem son villein, il serra de ceo indite a le fuit le Roy; et sil soit de

and other like places, and seign divers Suits against their Lords, because they would make themselves free by the answer of their Lords: It is accorded and assented, that Lords nor others shall not be forbarred of their villeins by reason of their answer in Law. By force of which Statute, if any villein will sue any manner of action to his own use in any Countee, where it is hard to try against his Lord, the Lord may chuse whether he will plead that the Plaintife is his villein, or make protestation that he is his villein, and plead his other matter in bar. And if they be at issue, and the issue be found for the Lord, then the villein is a villein as he was before, by force of the same Statute. But if the issue be found for the villein, then the villein is free, because that the Lord took not at the beginning for his Plee that the villein was his Villein, but took this by protestation, &c.

Also the Lord may not maim his Villein. For if he maim his Villein, he shall of that be indicted at the Kings Suit; and if he

ceo attainé, il ferra par be of that attained, he shall
 ceo un grievours fine et for that make grievous
 ranfome al Roy. Mes Fine and Ransome to the
 il semble que villeine na King. But it seemeth that
 vera pas per le ley. Un the villein shall not have
 appelle de Mayhem envers by the Law any Appeal of
 son Seignior; car en ap- Mayhem against his Lord;
 peale de Mayhem home re- for in Appeal of Mayhem a
 covvera for sque damages. man shall recover but his
 Et si le villeine en ceo cas damages. And if the Vil-
 recovvera damages envers lein in that case recover
 son Seignior, et ont avoit damages against his Lord,
 execution, le Seignior poit and hath thereof execution,
 prendre ceo que le villeine the Lord may take that the
 avoit en execution de le Villein hath in execution
 villeine, et issint le recove- from the Villein, and so the
 rie voide, &c. recovery is void, &c.

Item si un Villeine soit demandant en action real, ou Plaintife en action personal, envers son Seignior, si le Seignior voidle plede en disabilitas de son person, il ne poit faire plain defence, mes il defendera forsq; tort et force, et demandera judgement sil ferra respondus, et monstre son matter maintenant coment il est son villeine, et demandera judgement sil ferra respondus.

Item 6. maners de homes y sont queux sils suont action, judgement poit estre demaund sils seront respondus, &c. Un est, lon villeine suist action envers son Seignior, come en le cas avantdit.

Le 2. est, lon un lome est outlaw sur action de

Also if a Villein be demandant in action real, or Plaintife in an action personal, against his Lord, if the Lord will plead in disability of his person, he may not make plain defence, but he shall defend but the wrong and the force, and demand the judgment if he shall be answered, and shew his matter by and by how he is Villein, and demand judgment if he shall be answered.

Also there are six manner of men who if they sue, judgment may be demanded if they shall be answered, &c. One is, where a Villein sueth an Action against his Lord, as in the case aforesaid.

The 2. is, where a man is outlawed upon an Action

det, ou Trespas, ou sur
auter action ou Indict-
ment; le Tenant ou de-
fendant doit monstre tout
le matter de Record, &
Enslagario, & demaundo
judgement sil sera respon-
due, pur ceo que il est hors
de la ley de fuer ascun
action durant le temps que
il soit uthage.

Le 3. est, un Alien que
est nee hors de la ligeance
nostre Seignior le Roy; si
ziel alien voile fuer un
Action reall ou personall,
le Tenant ou Defendant
peut dire, que il fust nee
en t el pais que est hors de
la ligeance le Roy, & de-
maund judgment si il ser-
ra respondue.

Le 4. est, un home que
per judgement done envers
luy sur un brieve de Prae-
munire facias, &c. est
hors de protection le Roy,
si il fust ascun action, &
le Tenant ou le Defendant
mora tout le Record en-
vers luy, il doit demaund
judgement sil sera respon-
due; car la ley le Roy & les
brevs le Roy sont les choses
per queux home est protect
& aide, & issint durant
le temps que home en tel
cas est hors de la protect ou
le Roy, il est hors de es-
sire aid ou protect per la
ley le Roy, ou per brieve le
Roy.

of debt or Trespasse, or up-
on any other Action or In-
dictment; the Tenant or
the Defendant may shew
all the matter of Record,
and the Outlawry, and de-
mand judgement if he shall
be answered, because he is
out of the Law to sue an
Action during the time that
he is outlawed.

The third is, an Alien
which is born out of the
ligeance of our Sovereign
Lord the King; if such ali-
en will sue an Action real
or personal, the Tenant or
Defendant may say, that he
was born in such a Country
which is out of the Kings
Allegeance, and aske judg-
ment if he shall be answered.

The fourth is, a man
who by judgment given a-
gainst him upon a Writ of
Praemunire facias, &c. is
out of the Kings protecti-
on; if he sue any Action,
and the Tenant or Defen-
dant shew all the Record
against him, he may ask
judgment if he shall be an-
swered; for the Law and
the Kings Writs be the
things by which a man is
protected and holpen, and
to during the time that a
man in such case is out of
the Kings protection, he
is out of help and pro-
tection by the Kings Law,
or by the Kings Writ.

Le 3. est, un home que
est enter & professe en
Religion: si tiel jnist un
Action, le Tenant ou De-
fendant poit monster que
tiel est enter en Religion en
tiel lieu, en l'ordre de
Saint Benet, & la est
Moigne professe, ou en l'or-
dre des Friers Preachers,
ou Minors, & la est Fre-
re professe, & issint des
autres orders de Religion,
&c. & demaundra judg-
ment sil serra respondue.
Et la cause est, pur ceo
que quant un home entre
en Religion, & est pro-
fesse, il est mort en ley,
& son firs ou autre cou-
sin maintenant luy inheri-
tera, aux bien sicome il
fuit mort en fait. Et
quant il entra en Religion
il poit fair son Testament
& ses Executors, les que
eux Executors averont un
Action de det due a luy
devant lentre en Religion,
ou autre Action que Exe-
cutors poient aver, sicome
il fuit mort en fait. Et
sil ne fait ses Executors
quant il entra en Religion,
donques Lordinary poit
committer ladministration
de ses biens a autres ho-
mes, sicome il fuit mort en
fait.

Le vi. est lou un home
est excommunge per la ley
de sainte Esglise, & il

The fifth is, where a man
is entred and professed in
Religion: if such a one sue
an Action, the Tenant or
Defendant may shew that
such an one is entred into
Religion in such a place,
into the Order of *S. Benet*,
and is there a Monk pro-
fessed, or in the order of
Friers, Minors, and Prea-
chers, and is there a bro-
ther professed, and so of
other Orders of Religion,
&c. and ask judgment if he
shall be answered. And the
cause is this, That when a
man entreth into Religion,
and is professed, he is dead
in the Law, and his Son or
next Cousin incontinent
sha'l inherit him, as well
as though he were dead in-
deed. And when he en-
treth into Religion he may
make his Testament and his
Executors, and they may
have an Action of debt due
to him before his entry in-
to Religion, or any other
Action that Executors may
have, as if he were dead
indeed. And if that he
make no Executors when
he entreth into Religion,
then the Ordinary may
commit the Administration
of his goods to others, as if
he were dead indeed.

The sixth is, where a
man is excommunicated by
the Law of holy Church,

suif

fuit un Action real ou personnel, le Tenant ou Defendant poit plede que fuit est excommunié: Et de ceo coient monstre letters de Loesque south son seale, tesmoignant l'excommuniement, Et demandera judgement si serra respondue, &c. Mes en cest cas, si le Demandant ou Plaintife ceo ne poit de dire, le breife nabatera my; mes le judgement serra, que le Tenant ou Defendant alera quite sans jour, pur ceo que quant le Demandant ou Plaintife ad purchasé les Letters de absolution, Et ceux sont monstres a le Court, il poit aver un resumons ou reattachement sur son original, solonque la nature de son breife. Mes en les autres v. cases le breife abatera, &c. si le matter monstre ne poit estre dodit.

Item si un Villeine est fait un Chapleine seculer, uncore son Seignior poit luy seiser come son villeine, Et seiser les biens, &c. Mes il semble que si le villeine enter en Religion, Et est professe, que le Seignior ne poit luy prendre ne seiser, pur ceo que il est mort en Ley; nient plus que si un frank homz prent un niece a sa femme, le Seignior

and he sueth an Action real or personal, the Tenant or Defendant may plead that he that sueth is excommunicated: and of this it behoves him to shew the Bishops letters under his Seal, witnessing the excommunication, and ask judgement if he shall be answered, &c. But in this case, if the Demandant or Plaintife cannot deny it, the Writ shall not abate; but the judgment shall be, that the Tenant or Defendant shall go quite without day, for this, that when the Demandant or Plaintife hath purchased his Letters of absolution, and shewed them to the Court, he may have a resumons or reattachment upon his original, after the nature of his Writ, &c. But in the other cases the Writ shall abate, &c. if the matter shewed may not be gainsaid.

Also if a Villein be made a secular Chaplain, yet his Lord may seise him as his villein, and seise his goods, &c. But it seemeth that if the Villein enter into Religion, and is professed, that the Lord may not take nor seise him, because he is dead in Law; no more than if a Free-man taketh a Niece to his wife, the Lord cannot take nor seise the wife or

ne pout prendre ne seiser la
feme de le baron, mes son
remedy est daver un Acti-
on envers le baron, par
ce que il prist sa Niese a
feme sans son licence &
volunt, &c. Et issint pout
le Seignior aver Action
envers le Sovereign del
meison que prist & ad-
mittast son villein de-
fra professe en mesme le
meison sans licence & la
volunt le Seignior, &
recoversa ses damages a la
value de le villeins. Car
celuy que est professe
Moigne serra un Moigne,
& come un Moigne serra
pris pur terme de sa vie
natural, sinon que il soit
deraigne per la ley de
saint Esclise. Et il est
sems per son Religion de
gard son cloyster, &c. Et
si le Seignior luy puiroit
prendre hors de sa meison,
donques il ne viveroit
come un mort person, ne
selonque son Religion, le
quel serroit inconvenient,
&c.

En mesme le manner
est, si soit Gardeins en
Chivalrie de corps & de
terre dun enfant deins
age, si lenfant quant il
vient al age de 14. ans
entra en Religion, & est
professe; le Gardein nad
auter remedy (quant a le
garde de le corps) forsque

the husband, but his reme-
dy is to have an Action a-
gainst the husband, for that
he took his Niece to wife
withont his licence and
will, &c. And so may the
Lord have an Action against
the Sovereign of the house
which taketh and admit-
teth his villein to be pro-
fessed in the same house
without the licence and
leave of the Lord, and he
shall recover his damages
to the value of the villein.
For he which is professed a
Monk shall be a Monk,
and as a Monk shall be ta-
ken for term of his natural
life, unlesse he be deraig-
ned by the Law of holy
Church. And he is bound
by his Religion to keep his
Cloyster, &c. And if the
Lord might take him out of
his house, then he should
not live as a dead person,
nor according to his Reli-
gion, which should be in-
convenient, &c.

In the same manner it
is, if there be a Gardian in
Chivalrie of the body and
land of an Infant within
age, if the Infant when he
comes to the age of 14.
years entreth into Religi-
on, and is profest, the Gar-
dian hath no other Remedy
(as to the wardship of the

de Ravishment de garde envers le Sovereign de le maison. Et si aucun estant de plein aye, que est cousin & heire del enfant, entre en le terre, le gardien nad aucun remede quant al garde de la terre, pur ceo que l'entree del heire l'enfant est congeable en tiel case.

Item en mults & divers casz le Seignior poit faire manumission & enfranchisement a son Villein. Manumission est properment, quant le Seignior fait un fait a son Villein de luy enfranchiser per hoc verbum (Manumittere) quod idem est quod extra manum vel extra potestatem alterius ponere. Et pur ceo que per tiel fait le Villein est mis hors de la maine & de la poies son Seignior, il est appele Manumission. Et issint chescun maner de enfranchisement fait a un Villein poit estre dit Manumission.

Auxy si le Seignior fait a son Villein un Obligation de certaine somme d'argent, ou granter a luy per son fait un annuite, ou lessa a luy per son fait terres ou Tenements par terme des anz, le Villein est enfranchise.

Auxy si le Seignior fait

body) but a Writ of Ravishment de garde against the Sovereign of the house. And if any being of full age who is cousin and heir of the Infant, entreth into the land, the Gardian hath no remedy as to the wardship of the land, for that the entry of the heir of the Infant is lawful in such case.

Also in many and divers cases the Lord may make manumission and enfranchisement to his Villein. Manumission is properly, when the Lord makes a Deed to his Villein to enfranchise him by this word (Manumittere) which is the same as to put him out of the hands and power of another. And for that by such Deed the Villein is put out of the hands and out of the power of his Lord, it is called Manumission. And so every manner of enfranchisement made to a Villein may be said to be a Manumission.

Also if the Lord maketh to his Villein an Obligation of a certain summe of money, or granteth to him by his Deed an annuity, or lets to him by his Deed lands or Tenements for term of years, the Villein is enfranchised.

Also if the Lord maketh

un feoffment a son Villein d'aucun terres ou Tenements per fait, ou sans fait, en Fee simple, Fee taile, ou pur term de vie ou ans, & a luy livra seisin, ceo est un enfranchisement.

Mes si le Seignior fait a luy un Lease des terres ou Tenements, a tener a volonte le Seignior, par fait ou sans fait, ceo n'est aucun enfranchisement, pur ceo que il n'ad aucun manner de certaintie ne suretye de son estate, mes le Seignior luy poist ouster quant il volet.

Auxy si le Seignior suist envers son villein un Praeceptum quod reddat, si recover ou soit nonsue apres appearance, ceo est un manumission, pur ceo que il püssoit loyablement enter en la terre sans tiel suit. En mesme le manner est, si suist envers son villein un action de debt, ou daccount, ou de covenant, ou de Trespasse, ou de huiusmodi, ceo est un enfranchisement, pur ceo que il püssoit emprison le villein, & prendre ses biens, sans tiel suit. Mes si le Seignior suist son villaine per appeals de felony, ou il suist endit de ceo devant, ceo ne enfranchisera la villeine, comme

a feoffment to his Villein of any Lands or Tenements by Deed, or without Deed, in Fee simple, Fee taile, or for term of life or years, and delivereth to him Seisin, this is an Infranchisement.

But if the Lord maketh to him a Lease of lands or Tenements, to hold at will of the Lord, by deed or without deed, this is no enfranchisement, for that that he hath no manner of certainty or surety of his estate, but the Lord may oust him when he will.

Also if the Lord sueth against his villein a Praeceptum quod reddat, if he recover or be nonsuit after appearance, this is a manumission, for that he might lawfully have entred into the land without suit. In the same manner it is, if he sue against his villein an Action of debt, or account, or of covenant, or of Trespasse, or of such like, this is an enfranchisement, for that he might imprison the Villein, and take his goods without such suit. But if the Lord sue his Villein by Appeal of Felony, where he was indited of the same before, this shall not infranchise the villein, albeit that the matter of appeal

que

que le matter de lappeal
 soit trouue encontre le
 Seignior, pur ceo que le
 Seignior ne puisse auer
 le villeine destre pendue
 sans riel suit. Mes si le
 Villeine ne fait endict de
 mesme le felony devant
 lappeale sue envers luy, &
 puis est acquite de cest fe-
 lony, issint que il recouera
 dammages envers son Sei-
 gnior pur le faux appeale,
 donques le villeine est en-
 franchise, pur la cause de
 le jugement de dammages
 a luy destre done envers
 son Seignior. Et plusors
 autres cases & matters y
 sont per queux un villeine
 poit estre enfranchise en-
 vers son Seignior, &c. Sed
 de illis quere.

Item si Seignior dun
 manor voile prescriber, que
 il ad estre custume deins
 son manor de temps dont
 memory ne curt, que ches-
 cun Tenant deins mesme le
 manor, que maria sa fille
 a aucun home sans licence
 de le Seignior del manor,
 ferra fine, & ont faire
 fine, al Seignior del ma-
 nor pur le temps estant,
 cest prescription est void;
 car nul doit faire tiels fi-
 nes forsque sansolement
 villeines. Car chescun
 franke home poit franke-
 ment marrier sa fille a que-
 lueist a luy & sa fille. Et

be found against the Lord,
 for that the Lord could not
 have the Villein to be
 hanged without such suit.
 But if the Villein were not
 indicted of the same Felony
 before the appeal sued a-
 gainst him, and afterward
 is acquitted of this Felony,
 so as he recover dammages
 against his Lord for the
 false appeal, then the Vil-
 lein is enfranchised, be-
 cause of the judgement of
 dammages to be given unto
 him against his Lord. And
 many other cases and mat-
 ters there be by which a
 Villein may be enfranchised
 against his Lord, &c. But
 enquire of them.

Also if the Lord of a
 Mannor will prescribe, that
 there hath been a Custome
 within his Mannor time out
 of minde of man, that every
 Tenant within the same
 Mannor, who marieth his
 Daughter to any man with-
 out licence of the Lord of
 the Mannor, shall make
 fine, and have made fine,
 to the Lord of the Mannor
 for the time being, this pre-
 scription is void; for none
 ought to make such fine but
 only Villeins. For every
 freeman may freely marry
 his daughter to whom it
 pleaseth him and his daugh-

pur ceo que cest prescription est encontre reason, tel prescription est void.

Mes en le Countey de Kent, ou terres & Tenements sont tenuz en Gavelkind, la ou per le custome & use de temps dont memory ne euz les firs males doient ouelment enheriter, ceo custome est allowable, pur ceo que il estoit oue ascun reason: pur ceo que chescun firs est auxy grand gentlehome come leigne firs est, & per case a plus grande honor & valour creffera, sil avoit rien per ses Ancestors, ou autrement peradventure il ne puissoit tielment creffer, &c.

Item, lou per custome appelle Burgh English, en ascun Burgh le firs puisne inheritera tous les Tenements, &c. ceo custome estoit oue ascun certeine reason, pur ceo que le firs puisne, (sil fault pere & mere) per cause de son juventute, poit le plus meins de tous ses freres luy mesme aider, &c.

Mes si home voile prescriber, que si ascuns avers fueront sur les demesnes de son mannor, la damage feassants, que le Seignior del mannor pur le temps ostans ad use oue

ter. And for that this prescription is against reason, such prescription is void.

But in the County of Kent, where Lands and Tenements are holden in Gavelkind, there where by the custome and use out of mind of man the Issues male ought equally to inherit, this custome is allowable, because it standeth with some reason: for every son is as great a Gentleman as the eldest son is, and perchance will grow to greater honour and valour, if he hath any thing by his Ancestors, or otherwise peradventure he would not encrease so much, &c.

Also where by the Custome called Borrough English, in some Borrough the youngest son shall inherit all the Tenements, &c. this custome also stands with some certain reason, because that the younger son, (if he lack Father and Mother) because of his young age, may least of all his brethern help himself, &c.

But if a man will prescribe, That if any Cattel were upon the demesnes of the Mannor; there doing damage, that the Lord of the Mannor for the time being hath used to distrein

de distreyner, & le distresse retaine tanque fine fust fait a luy pur le damage a sa volunt, cest prescription est void; pur ceo que il est encounter reason, que si tort soit fait a un home, que il de ceo ferra son Judge demesne: Car per tiel voy, si avoit damages forsqne al value dun mail, il puissoit assesser & aver pur ceo C. p. que serroit encounter reason. Et issint tiel prescription, ou ascun autre prescription use, (si ceo soit encounter reason) ceo ne doit estre allow devans Judges: Quia malus usus abolen-
dus est.

them, and the distresse to retain till fine were made to him for the damages at his will, this prescription is void; because it is against reason, that if wrong be done any man, that he thereof should be his own Judge: for by such way, if he had damages but to the value of an half-penny, he might assesse and have therefore C. pound, which should be against reason. And so such prescription, or any other prescription used, if it be against reason, this ought not, nor will not be allowed before Judges: Quia malus usus abolendus est.

CHAP. XII.

Of Rents.

TRoys manners de Rents y sont; cest-ascavoir, Rent service, Rent charge, & Rent secke. Rent service est, lou le Tenant tient sa terre de son Seignior pur fealty, & certain Rent, ou per homage, fealty, & certain Rent, ou per autres services, & certain Rent; & si Rent service

THree manner of Rents there be; that is to say, Rent service, Rent charge, and Rent secke. Rent service is, where the Tenant holderth his Land of his Lord by fealty, and certain Rent, or by homage, fealty, and certain Rent, or by other services and certain Rent; and if Rent service at any
sort

soit a aucun jour (que doit estre pay) aderece , le Seignior peut distraire pur ceo de common droit.

Et si home voloit doner terres ou Tenements a un autre en taile, rendant a luy certain Rent per an , il de common droit peut distraire pur le rent aderece, coment que tiel done fait fait sans fait, pur ceo que tiel Rent est Rent service. En mesme le maner est, si luy soit fait a un home pur terme de vie, ou d'auter vie, rendant al lessor certain Rent, ou pur terme de ans rendant certain Rent.

Marginal est ou home sur tiel done ou Lease voile reserver a luy Rent service, il convient que la reversion de les terres & Tenements soit en le doner ou lessor. Car si home voile faire feoffment en fee, ou voile doner terres en taile, le remainder oustre en fee simple, sans fait, reservant a luy certaine Rent, tiel reservant est void, pur ceo que nul reversion remainder en le doner, & tiel Tenant tient la terre immediate de le Seignior de que son doner tenoit, &c.

Et ceo est perforce de lestatute de Quia emptores terrarum : car de-

day that it ought to be payed be behind, the Lord may distraire for that of common right.

And if a man will give Lands or Tenements to another in the tail, yielding to him certain Rent by the year, he of common right may distraire for the Rent behind, though that such gift was made without deed, because that such Rent is Rent Service. In the same manner it is, if a Lease be made to a man for life, or the life of another, rendring to the Lessor certain Rent, or for term of years rendring Rent.

But in such case where a man upon such a gift or Lease will reserve to him a Rent service, it behoveth that the reversion of the Lands and Tenements be in the Donor or Lessor. For if a man will make a feoffment in fee, or will give Lands in tail, the remainder over in fee simple, without deed, reserving to him a certain Rent, this reservation is void, for that no reversion remains in the Donor, and such Tenant holds his land immediately of the Lord of whom his Donor held, &c.

And this is by force of the statute of Quia emptores terrarum : for before that

vaunt le dit estatute, si
 home fesoit un Feoffment
 en fee simple per fait ou
 sans fait, rendant a luy
 & a ses heires certaine
 Rent, ceo fuit Rent ser-
 vice, et pur ceo il pouvoit
 distreine de common droit.
 Et si luy fuit nul reservation
 d'aucun Rent ne de aucun
 service, encore le Feoffee
 tenust del Feoffor per au-
 tiel service que le Feoffor
 tenust oustre de son Seig-
 nior procheine paramount.

Mes si home per fait en-
 dent a cel jour fait tiel
 done en Fee taile, le re-
 mainder ouster en Fee, ou
 Lease a terme de vie, le
 remainder ouster en Fee,
 et per mesme l'indenture
 il reserve a luy et a ses
 heires un certaine Rent, et
 que si le Rent soit a lovere,
 que bien liroit a luy et a
 ses heires a distreiner, &c.
 tiel Rent est Rent charge,
 pur ceo que tielz terres ou
 Tenements sont charges ove
 tiel distresse per force de le
 scripture tantselement, et
 nemy de common droit. Et
 si tiel home sur fait endent
 reserva a luy et a ses heires
 certain Rent, sans aucun
 tiel clause mise en le fait,
 que il poit distreine, don-
 que tiel Rent est Rent
 secke, pur ceo que il ne
 poit vener e aver le Rent,
 si ceo soit devy, per weane

Statute, if a man had made
 a Feoffment in Fee simple
 by Deed or without Deed,
 yielding to him and to his
 heirs a certain Rent, this
 was a Rent service, and for
 this he might have distrai-
 ned of common right. And
 if there were no reservation
 of any Rent nor of any Ser-
 vice, yet the Feoffee held
 of the Feoffor by the same
 Service as the Feoffor did
 hold over of his Lord next
 paramount.

But if a man by Deed in-
 dented at this day maketh
 such a gift in Fee taile, the
 remainder over in Fee, or a
 Lease for life, the remain-
 der over in Fee, or a
 Feoffment in Fee, and by
 the same Indenture he re-
 serveth to him and to his
 heirs a certain Rent,
 and that if the Rent be
 behind, that it shall be
 lawfull for him and his
 heirs to distrain, &c. such
 a Rent is a Rent charge,
 because such Lands or Te-
 nements are charged with
 such distresse by force of
 the writing only, and not
 of common right. And if
 such a man upon a Deed
 indented reserve to him
 and to his heirs a certain
 Rent, without any such
 clause put in the Deed, that
 he may distrain, then such
 Rent is Rent secke, for that

de distresse : et sil ne fuit
unques en cest cas soisse de
la Rent, il est sans reme-
die, come sera dit a-
pres.

Auxy si home soisse de
certain terre graunt per un
fait polle, ou per inden-
ture, un annual Rent iss-
ant hors de mesme la terre
a un autre en Fee, ou en
Fee taile, ou pur terme
de vie, &c. ouesque clause
de distresse, &c. donques
ceo en Rent charge : et si
le grant soit sans clause de
distresse, donques il est
Rent seck. Et nota, que
Rent seck idem est quod
redditus siccus ; pur ceo
que nul distresse est inci-
dent a ceo.

Item, si home granta
per son fait un Rent charge
a un autre, et le Rent est
arere, le grantee poest esli-
er sil voet suer un brieve de
Annuity de ceo envers le
grantor, ou distreiner pur
le Rent arere, et le di-
stresse retaine tanque il
soit de coo pay : mes il ne
poit faire ne aver ambi-
deux ensemble, &c. Car sil
recover per brieve Dannui-
ty, donques la terre est
dischargee de le distresse,
&c. Et sil ne suist Brieve
de Annuity, mes distraigne
pur les arerages, et le

he cannot come to have the
Rent, if it be denied by
way of distresse. And if in
this case he were never sei-
sed of the Rent, he is with-
out remedy, as shall be said
hereafter.

Also if a man seised of
certain Land grant by a
Deed poll, or by Indenture,
a yearly Rent to be issuing
out of the same Land to a-
nother in Fee, or in Fee
taile, or for term of life,
&c. with a clause of di-
stres, &c. then this is a
Rent charge : and if the
Grant be without clause of
distresse, then it is a Rent
secke. And note, that Rent
secke idem est quod redditus
siccus ; for that no distres
is incident unto it.

Also, if a man grant by
his Deed a Rent charge to
another, and the Rent is
behind, the Grantee may
chuse whether he will sue a
Writ of Annuity for this
against the Grantor, or
distrein for the Rent be-
hind, and the distresse de-
tain until he be paid : but
he cannot do or have both
together, &c. For if he re-
covers by a Writ of Annui-
ty, then the Land is dis-
charged of the distresse, &c.
And if he doth not sue a
Writ of Annuity, but di-
stres for the arerages, and

Tenant

Tenant fuisse son Replegiare, et donques le grantee avowale prisel de le distresse en la Terre en Court de Record, donques est la terre charge, & la person del grantor discharge de Action de annuity.

Item, si home voile que un autre averoit un Rent charge issuant hors de sa terre, mes il ne voile que la person soit charge en aucun manner per briefe d'annuitie, donques il poit aver tiel clause en la fine de son fait. Proviso semper, Quod præsens scriptum, nec aliquid in eo specificatum, non aliquoties se extendat ad onerandum personam meam, per breve, vel actionem de annuitate, sed tantummodo ad onerandum terras, & tenementa mea de annuali redditu prædicti, &c. Donques la terre est charge, & le person del grantor discharge.

Item, si home fait tiel fait en tiel manner, que si A. de B. ne soit annuellement payé al feast de Noel pur terme de sa vie xx s. de loyal mony, que adonques bien tirroit a mesme cestuy A. de B. a distreiner pur ceo en le mannor de F. &c. ceo est bone Rent

the Tenant sueth his Replevin; and then the Grantee avow the taking of the distress in the Land in a Court of Record, then is the land charged, and the person of the Grantor discharged of the Action of Annuity.

Also if a man would that another should have a Rent charge issuing out of his Land, but would not that his person be charged in any manner by a Writ of Annuity, then he may have such a clause in the end of his Deed: Provided always, that this present Writing nor any thing therein specified, shall any way extend to charge my person by a Writ or action of Annuity, but only to charge my Lands and Tenements with the yearly Rent aforesaid, &c. Then the Land is charged, and the person of the Grantor discharged.

Also, if one make a Deed in this manner, That if A. of B. be not yearly payed at the Feast of Christmase for term of his life xx s. of lawfull money, that then it shall be lawfull for the said A. of B. to distrein for this in the Mannor of F. &c. this is a good Rent

L charge

charge, par ceo que le mannor est charge oue le Rent per voy de distresse; Et encore la person de ce luy que fait tiel fait est discharge en tiel case de action d'annuitie, par ceo que il ne granta per son fait aucun Annuitie a le dit A. de B. mes grant tantseulement, que il poit distraindre par tiel Annuitie, &c.

Item, si home ad un Rent charge a luy & a ses heires issuant hors de certain terre, si purchase aucun parcel de cel a luy & a ses heires, tout le Rent charge est extinct, & l'annuitie auxy, par ceo que Rent charge ne poit per tiel maner estre apporcion. Mes si home que aver Rent service purchase parcel de la terre dont le Rent est issuant, ceo ne s'extingdra tout, mes par le parcel. Carrent service on tiel cas poit estre apporcion selonque le value de la terre. Mes si un tiens la terre de son Seignior par le service de rendre a son Seignior annuellement a tiel feast un cheval, ou un espreux dore, ou un Clove-Gylofer, & huiusmodi, si en tiel cas le Seignior purchase parcel de la terre, tiel service est alo, par ceo que tiel

charge, because the Man- nor is charged with the Rent by way of distresse; and yet the person of him which makes such Deed is discharged in this case of an action of Annuity, because he doth not grant by his Deed any Annuity to the said A. of B. but granteth only that he may distrain for such Annuity, &c.

Also if a man hath a Rent charge to him and to his heirs issuing out of certain Land, if he purchase any parcell of this to him and to his heirs, all the Rent charge is extinct, and the Annuity also, because the Rent charge cannot by such manner be apporcioned. But if a man which hath a Rent Service purchase parcell of the Land out of which the Rent is issuing, this shall not extinguish all, but for the parcell. For a Rent Service in such case may be apporcioned according to the value of the land. But if one holdeth his land of his Lord by the service to render to his Lord yearly at such a feast a Horse, a golden Spear, or a Clove-Gillflower, and such like, if in this case the Lord purchase parcell of the Land, such service is taken away, ser-

*service ne poit estre se-
ver ne apportion.*

*Mes si un home tient
sa terre d'un autre per
Homage, Fealty, & Es-
cuage, & per certaine
Rent, si le Seignior pur-
chase parcell de la terre,
&c. en quel cas le rent
serra apportion, come est
avantdit; mes ausore en
cest cas le homage &
fealty demurront entier a
le Seignior: car le Seig-
nior avera le homage &
fealty de son tenant pur
le remnant de les terres
& tenements tenus de
luy, come il avoit ade-
vant, pur ceo que tiels
services ne sont passe an-
nual services, & ne poi-
ent estre apportion; mes
lescuage poit, & serra
apportion selonque l'asse-
rance & rate de la ter-
re, &c.*

*Item, si home ad un
Rent charge, & son pier
purchase parcell de les
Tenements charges en fee,
& morust, & cel parcell
descend a son firs, que ad
le Rent charge, ore cel
charge serra apportion so-
lonque le value de la ter-
re come est avantdit de
Rent service, pur ceo
que tiel portion de la ter-
re purchase per la pier,
ne vient al firs per son*

because such service cannot
be severed nor appor-
tioned.

But if a man hold his
land of another by Homage,
Fealty, and Escuage, and
certain Rent, if the Lord
purchase part of the land,
&c. in this case the Rent
shall be apportioned, (as
is aforesaid;) but yet in
this case the Homage and
Fealty abide entire to the
Lord: for the Lord shall
have the Homage and Feal-
ty of his Tenant for the
rest of the Lands and Tene-
ments holden of him, as he
had before, because that
such services are no yearly
services, and cannot be ap-
portioned; but the Escu-
age may and shall be ap-
portioned according to the
quantity and rate of the
land, &c.

Also, if a man hath a
Rent charge, and his Fa-
ther purchase parcell of the
Tenements charged in fee,
and dieth, and this parcell
descends to his son who
hath the Rent charge, now
this charge shall be ap-
portioned according to the va-
lue of the Land, as is afo-
resaid of Rent service, be-
cause such portion of the
Land purchased by the Fa-
ther, cometh not to the

fait demesne, mes per
descend & per course del
Ley.

Item, si soit Seignior &
tenant, & le tenant tient
de son Seignior per Fealty
& certaine Rent, & le
Seignior grant le Rent per
son fait a un autre, &c.
reservant a luy le Fealty,
& le tenant attorna al
grantee de le Rent, ore
tiel Rent est Rent seek a
le grantee, pur ceo que les
tenements ne sont tenus
del grantee de le Rent,
mes sont tenus del Seig-
nior que reserve a luy feal-
ty.

En mesme la manner est
leu home tient sa terre per
Homage, Fealty, & cer-
tain Rent, si le Seignior
grant la Rent, savant a
luy le Homage, tiel Rent
apres tiel grant est Rent
seek. Mes la ou terres
sont tenus per Homage,
Fealty, & certain Rent,
si le Seignior voit grantier
per son fait le Homage de
son tenant a un autre,
savant a luy le remnant de
les services, & le tenant
attorna a luy solongue le
forme del graunt, en cest
case le tenant tiendra
sa terre del grantee, &
le Seignior que grants le
Homage n'aura forsque le
Rent come Rent seek, &
ne unques disfreynera pur

son by his own fact, but by
descend, and by course of
Law.

Also, if there be Lord
and Tenant, and the Tenant
holds of his Lord by fealty
and certain Rent, and the
Lord grants the Rent by his
deed to another, reserving
the Fealty to himself, and
the Tenant attorns to the
Grantee of the Rent, now
this Rent is Rent seek to
the Grantee, because the
Tenements are not holden
of the Grantee of the Rent,
but are holden of the Lord
who reserved to him the
Fealty.

In the same manner,
where a man holds his land
by Homage, Fealty, and
certain Rent, if the Lord
grant the Rent, saying to
him the Homage, such Rent
after such grant is Rent
seek. But there where lands
are holden by Homage,
Fealty, and certain Rent,
if the Lord will grant by
his deed the Homage of his
Tenant to another, saving
to him the remnant of his
services, and the Tenant
attorn to him according to
the forme of the grant, in
this case the Tenant shall
hold his lands of the gran-
tee, and the Lord who
granted the Homage shall
have but the Rent as a Rent
seek, and shall never di-

*La Rent, pur ceo que Ho-
mage, ne fealties, ne Es-
cuage, ne poit estre dit
seck, car nul tiel service
poit estre dit seck. Car ce-
luy que ad ou doit auer
homage ou fealty, ou es-
cuage de sa terre, poit per
equymon droit distreiner
pur ceo, s'il soit adarere,
Car, homage, fealties, &
Escuage, s'nt services par
queux terres ou tenements
s'nt tenus, &c. & sont
tiels que en nul manner
poient estre prisas forsque
come services, &c.*

*Mes autrement est de
rent que s'nt un foits rent
service, pur ceo que quant
il est seuer per le grant le
Seignior de les autres ser-
vices, il ne poit estre dit
rent service, pur ceo que
il ne ad a ceo fealty, que
est incident a chescun
manner de rent service, &
pur ceo est dit rent secke.
Et le Seignior ne poit
grant tiel rent ove distres-
se, come est dit.*

*Item si home lessa a un
auter terres pur terme de
vie, reservant a luy cor-
tein rent, Sil grant le rent
a un auter per son fait,
s'avant a luy le reversion
de la terre issint lessa,
&c. tiel rent n'est forsque
rent secke, pur ceo que le
grantee nad riens en le re-
version del terre, &c. Mes*

strain for the rent, because
that Homage nor fealty nor
Escuage cannot be said
seck, for no such service
may be said seck. For he
which hath or ought to
have Homage, Fealty, or
Escuage of his Land, may
by common right distrain
for it, if it be behind. For
Homage, Fealty, and Escu-
age, are Services by which
Lands or Tenements are
holden, &c. and are such
services as in no manner can
be taken but as services, &c.

But otherwise it is of a
Rent which was once Rent
Service, because when it is
severed by the grant of the
Lord from the other ser-
vices, it cannot be said
rent service, for that it
hath not fealty unto it,
which is incident to every
manner of Rent Service,
and therefore it is called
Rent seck. And the Lord
cannot grant such a Rent
with a distresse, as it is
said.

Also if a man let to ano-
ther lands for term of life,
reserving to him certain
rent, if he grant the rent
to another by his Deed,
saving to him the reversion
of the land so letten, &c.
such Rent is but a Rent
seck, because that the gran-
tee had nothing in the Re-
version of the land, &c. But

si grant le reversion del terre a un autre pur terme de vie, & le Tenant attorne, &c. donques ad le grantee le rent come rent service, pur ceo que il ad le reversion pur terme de vie.

Et issint est a entendue que si home dona terres ou tenements en le taile, rendant a luy & a ses heirs certaine Rent, ou lessa terre pur terme de vie, rendant certaine rent, si granta le reversion a un autre, &c. & le tenant attorne, tout le rent & service passe per cest parol (reversion) pur ceo que tiel rent & service en tiel cas sont incidents a le reversion, & passent par le grant de le reversion. Mes come que il granta le rent a un autre, le reversion ne passa my pur tiel grant, &c.

Issint nota le diversite. Et issint est tenu, P. 21 E. 4. Mes il est adjudge, An. 26. Hb. Assisarum ou les services del tenant en taile fueront grants, que ceo fuit bone grant, nient obstant que le reversion demurt.

Item si soit Seignior, mesne & tenant, & le tenant tient del mesne per service de 5. & le mes-

if he grant the Reversion of the land to another for term of life, and the Tenant attorne, &c. then hath the grantee the Rent as a Rent service, for that he hath the reversion for term of life.

And so it is to be intended, that if a man give Lands or Tenements in tail, yeilding to him and to his heirs a certain rent, or letereth Land for term of life, rendring a certain rent, if he grant the Reversion to another, &c. and the Tenant attorne, all the Rent and Service pass by this word (Reversion) because that such rent and Service in such case are incident to the reversion, and pass by the grant of the reversion. But albeit that he granteth the Rent to another, the Reversion doth not pass by such Grant, &c.

So note the diversity. And so it is holden P. 21 E. 4. But it is adjudged 26. of the book of Assises, where the services of Tenant in taile were granted, that this was a good grant, notwithstanding that the Reversion remain.

Also if there be Lord, Mesne and Tenant, and the Tenant holdeth of the Mesne by the service of five

ne tient ouster per service de xii. d. si le Seignior paramount purchase la tenancie en fee, donques le service de le mesnaltie est extinct, pur ceo que quant le Seignior paramount ad le tenancie, il tient de son Seignior procheine paramount a luy; & sil doit tener ceo de luy que fuit mesne, donques il tiendra un mesme tenancie immediate de divers Seigniors per divers services, que serroit inconuenient, & la ley voit plus tost suffer un mischiefe que un inconueniencie; & pur ceo le Seignior del mesnaltie est extinct.

Mes entant que le tenant tenuist del mesne per v. s. & le mesne tenuist forsque per xii. d. issint que il avoit plu in advantage per iiii. s. que il payast a son Seignior, il avera los dits iiii. s. come Rent secke annuelment de le Seignior que purchase le Tenancie.

Item si homo que ad Rent secke est un soirs seise dascun parcel de le Rent & apres le Tenant ne voyt payer le Rent adere, ceo est son remedie, il covient de aler per luy ou per auters, a les terres ou tenements dont le rent est

shillings, and the mesne holdeth over by the service of 12. pence, if the Lord paramount purchase the tenancie in fee, then the service of the mesnalty is extinct, because that when the Lord paramount hath the tenancy, he holdeth of his Lord next paramount to him; and if he should hold this of him which was Meine, then he should hold the same tenancie immediately of divers Lords by divers Services, which should be inconvenient, and the Law will sooner suffer a mischief then an inconvenience; and therefore the Seignior of the mesnalty is extinct.

But inasmuch as the Tenant holds of the Meine by five shillings, and the Meine holds but by twelve pence, so as he hath more in advantage by four shillings then he pays to his Lord, he shall have the said four shillings as a rent seck yearly of the Lord which purchased the Tenancy.

Also if a man which hath a Rent seck be once seised of any parcel of the Rent, and after the Tenant will not pay the rent behind; this is his remedy, he ought to go by himself or by others, to the Lands or Tenements, out of which the

issuant

issuant, & la demande les arrerages del rent, & si le Tenant denia ceo de payer, cest denier est un disseisin de le rent. Auxy si le tenant ne soit adonques prist a payer ceo est un denier que est un disseisin de rent. Auxy si le Tenant ne nul auter home soit demurrant sur les terres ou les tenements pur payer le rent quant il demand les arrerages, ceo est un denier en ley, & un disseisin en fait; & de tiels disseisins il poit aver Affise de Novel disseisin envers le tenant, & recouvrera le seisin del rent, & ses arrerages, & ses damages, & les costages de son brief et de son plee, &c. Et si apres tiel recovery et execution ewe le rent soit auter foies a luy denie, donque il avera un redisseisin, et recouvrera ses double damages, &c.

Et memorandum, que cest nosme Affise, est *vomen equivocum*, car ascun foies est prise pur un Jury, car le commencement de le Record de Affise de novel disseisin issint commencera: *Affisa venit recognitura*, &c. quod idem est quod *Jurata venit recognitura*, &c. Et la cause est, pur ceo que

rent is issuing, and there demand the arrerages of the rent, and if the tenant deny to pay it, this denial is a disseisin of the rent. Also if the tenant be not then ready to pay it, this is a denial, which is a disseisin of the rent. Also if the Tenant nor any other man be remaining upon the lands or tenements to pay the rent when he demandeth the arrerages, this is a denial in Law, and a disseisin in deed, and of such disseisins he may have an Affise of Novel disseisin against the Tenant, and shall recover the Seisin of the rent, and his arrerages, and his damages, and the costs of his writ, and of his Plea, &c. And if after such recovery and execution had the rent be again denied unto him, then he shall have a redisseisin, and shall recover his double damages, &c.

And memorandum, that this name Affise, is *vomen Equivocum*, for sometimes it is taken for a Jury; for the beginning of the Record of an Affise of Novel disseisin beginneth thus, *Affisa venit recognitura*, &c. which is the same as *Jurata venit recognitura*. And the reason is, for that by the Writ of Affise it is commanded to
per

per le briefe de Affise il est
 command a la Vicont,
 Quod faceret duodecim
 liberos & legales homi-
 nes de vicineto, &c. vi-
 dere tenementum illud,
 & nomina illorum im-
 breviate, & quod sum-
 moneat eos per bonos
 summonitores, quod sint
 coram Justiciariis, &c.
 parati inde facere recog-
 nitionem, &c. Et pur ceo
 que per tiel original un
 panel per force de mesme
 le briefe deveit estre re-
 turne; &c. il est dit en le
 commencement del Record
 en le Affise, Affisa venit
 recognitura, &c. Auxy
 en briefe de droit il est
 communement dit, que le
 tenant luy poiz miter ex
 Dieu & grand Affise,
 &c. Auxy il y ad un
 briefe De magna Affisa
 eligenda. Issint est ceo
 bien prove, que cest nos-
 me Affise aliquando po-
 nitur pro Jurat. & as-
 cun feits il est prise pur
 tout le briefe d'affise: &
 solongue cel entent il est
 plus proprement et plus
 communement prise, si-
 come Affise de Novel Dis-
 seisin est prise pur tout le
 breve de Affise de Novel
 Disseisin. Et en mesme
 le manner, Affise de com-
 mon de pasture est prise
 pur tout le briefe d'affise de

the Sheriff, Quod faceret
 duodecim liberos & legales
 homines de vicineto, &c. vi-
 dere tenementum illud, &
 nomina illorum imbrevia-
 re, et quod summoneat eos per
 bonos summonitores, quod sint
 coram Justiciariis, &c. pa-
 rati inde facere recogniti-
 onem, &c. And becaue that
 by such an original a Pan-
 nel by force of the same
 Writ ought to be returned,
 &c. it is said in the begin-
 ning of the Record in the
 Affise, Affisa venit recogni-
 tura, &c. Also in a writ of
 Right it is commonly said,
 that the Tenant may put
 himself on God and the
 great Affise. Also there is
 a Writ in the Register
 which is called a Writ De
 magna Affisa eligenda. So
 as this is well proved, that
 this name Affise some-
 times is taken for a Jury,
 and sometimes it is taken
 for the whole writ of Af-
 fise: and according to
 this purpose it is most pro-
 perly and most commonly
 taken, as an Affise of Novel
 disseisin is taken for the
 whole writ of Affise of No-
 vel disseisin. And in the
 same manner, an Affise of
 Common of Pasture is
 taken for the whole
 Writ of Affise of Com-
 mon of Pasture. And
 Affise of Mortdancer is
 common

common de pasture, et Affise de Mortdancestor est prise pur tout le brieve d'assise de Mortdancestor, et Affise de darraine presentment est prise pur tout le breve d'assise de darraine presentment. Mes il semble que le cause pur que tiels briefes al commencement fueront appels Affises, fuit pur ceo que per chescun tiel brieve il est commande al viscont, Quod sumnoneat xii. le quel est a tant adire, que doit summoner un Jurie. Et afeun foits Affise est prise pur un ordinance, son pur mitter certeine choses en certeine rule et disposition, si come ordinance que est appel Affisa panis & Cervitiz.

Item si soit Seignior et Tenant, et le Seignior grant le rent de son Tenant per fait a un autre, s'avant a luy les services, et le Tenant atturna, ceo est un Rent Secke, come est dit adevant. Mes si le rent a luy soit denie al prochein jour de payment, il ny ad ascun remedie pur ceo que il n'avit de ceo ascun possession. Mes si le Tenant quauant il atturn al grantee, ou apres, voile doner al grantee un denier ou un maille, &c en nofme de seisin de le rent, donques

taken for the whole Writ of Affise of Mortdancestor, and Affise of Darraine presentment is taken for the whole Writ of Darraine presentment. But it seems that the reason why such Writs at the beginning were called Affises, was, for that by every such writ it is commanded to the Sheriff, *Quod sumnoneat* 12. which is as much to say, that he ought to summon a Jury. And sometime affise is taken for an ordinance, to wit, to put certain things into a certain rule and disposition, as an Ordinance which is called *Affisa panis et Cervitia*.

Allo if there be Lord and Tenant, and the Lord granteth the Rent of his Tenant by Deed to another, saving to him the other Services, and the Tenant atturneth, that is a Rent Seck, as it is aforesaid. But if the Rent be denied him at the next day of payment, he hath no Remedy, because that he had not thereof any possession. But if the Tenant when he atturneth to the Grantee, or afterwards, will give a peny or a half-peny to the Grantee in name of seisin of

si apres a le procheine jour de payment le rent a luy soit denie, il aver Affise de Novel Disseisin. Et issint est, lox home granta per son fait un annual rent issuant hors de sa terre a un auter, &c. si le Grantor adonques ou apres paya al Grantee un denier ou un mail en nofme de seisin de le rent, donques si apres al procheine jour de payment le rent soit denie, le Grantee poet aver affise, ou autrement nemy, &c.

Item de Rent secke, home poet aver Affise de Mortdancestor, ou Brieve de Ayel, ou de Cosnage, et tous auters manners d'actions Reals, come la case gift, si come il poet aver dascun auter rent.

Item sont trois causes de disseisin de Rent Service, scil. Rescous, Replevin, et Enclosure. Rescous est, quant le Seignior en la terre tenu de luy distrein pur son rent arriere, si le distres de luy soit rescous; ou si le Seignior vient sur la terre et voile distreiner, et le Tenant ou auter home ne luy voile suser, &c. Replevin est, quant le Seignior ad distreiner, et Replevin soit fait de le distresse per Brieve ou per Plain. Enclosure est, si

Rent, then if after at the next day of payment the Rent be denied him, he shall have an Affise of Novel Disseisin. And so it is, if a man grant by his Deed a yearly Rent issuing out of his land to another, &c. if the Grantor then or after pay to the Grantee a penny or a half-penny in the name of Seisin of the Rent, then if after the next day of payment the Rent be denied, the Grantee may have an Affise, or else not, &c.

Also of Rent seck a man may have an Affise of Mortdancestor, or a Writ of Ayel or Cosnage, and all other manner of Actions reals, as the case lieth, as he may have of any other Rent.

Also there be 3. causes of Disseisin of Rent Service, that is to say, Rescous, Replevin, and Enclosure. Rescous is, when the Lord distraineth in the Land holden of him for his Rent behind, if the distresse be rescued from him; or if the Lord come upon the Land and will distrain, and the Tenant or another man will not suffer him, &c. Replevin is, when the Lord hath distained, and Replevin is made of the distress by writ or by Plaint. Enclosure is, if the Lands and

les Terres ou les Tenements sont issint enclofes, que le Seignior ne poist venter dains les terres ou Tenements pur distreiner. Et la cause pur que tiels choses issint faits sont disseisins al Seignior est, pur ceo q; per tiels choses le Seignior est disturbé de le mean per que il doit avoir et venter a son rent, scil. de le distresse.

Et sont 4. causes de disseisin de rent charge, scilicet, Rescous, Replevin, Enclosure, et Denier. Car Denier est un disseisin de Rent charge, come est avantdit de Rent Secke.

Et deux sont causes de disseisin de Rent Secke, cestascavoir, denier et enclosure.

Et il semble que il y ad un autre cause de disseisin de tous lestrois services avantdits; cestascavoir, si le Seignior soit en alant a la terre tenu de luy pur distreiner pur le Rent arriere, et le Tenant, ceo ayant, luy encounter, et luy forstala la voy oveque force et armes, ou luy menace en tiel forme que il ne osast venter a sa terre pur distreiner pur son rent arriere, pur doubte de mort ou mutilation de ses membres, ceo est en disseisin, pur ceo que le Seignior est

Tenements be so enclosed, that the Lord may not come within the Lands and Tenements for to distrain. And the cause why such things so done be Disseisins made to the Lord is, for that by such things the Lord is disturbed of the mean by which he ought to have come to his Rent, s. of the distress.

And there be four causes of disseisin of a Rent charge, scil. Rescous, Replevin, Inclosure, and Denial. For Denial is a disseisin of a Rent Charge, as is said before of a Rent Seck.

And there be two causes of disseisin of a Rent Seck, that is to say, Denial and Inclosure.

And it seemeth that there is another cause of disseisin of all the three services aforesaid; that is, if the Lord is going to the Land holden of him for to distrain for the Rent behind, and the Tenant hearing this, encountreth with him, and forestalleth him the way with force and armes, or menaceth him in such form, that he dare not come to the Land to distrain for his Rent behind, for doubte of death or bodily hurt, this is a disseisin, for that the Lord is distur-
disturb

disturbe de le mean per que
il doit venter a son rent.
Et issint est, si per quel
forstallment ou menace ce-
luy que ad un rent charge
ou rent secke est forstalle,
ou ne osast venr a la terre
a demander le rent avere,
&c.

bed of the mean whereby
he ought to come to his
Rent. And so it is, if by
such forestalling or mena-
cing he that hath Rent
charge or Rent secke is fore-
stalled, or dare not come to
the Land to ask the Rent
behind, &c.



The Third BOOK.

CHAP. I.

Of Parceners.

Parceners sont en deux
maners, cestascavoir,
Parceners solonque le
course del common Ley, et
Parceners solonque cu-
stome. Parceners solonque
le course del common ley
sont, loy home ou feme sei-
sie de certain terres ou Te-
nements en fee simple, ou
en taile, nad issue forsque
files & devie, & les Te-
nements descendent a les
issues, & les files entrent
en les terres ou tenements
issint descendus a eux, don-
ques els sont appels Parce-
ners, & quant a files els
sont forsque un heire a lour

Parceners are of two
sorts (to wit) Parce-
ners according to the
course of the Common
Law, and Parceners accor-
ding to the custome. Par-
ceners after the course of
the Common Law are
where a man or woman sei-
sed of certain Lands or Te-
nements in fee simple or in
taile, hath no issue but
daughters and dieth and
the Tenements descend to
the Issues, and the Daugh-
ters enter into the Lands or
Tenements so descended to
them, then they are called
Parceners, and be but one

M

Ance-

*Ancestor. Et els sont ap-
pel Parceners, par ceo que
per le brief que est appel
briefe de Partitiōne faci-
enda, la ley leur voet co-
horte que partition sera
fait entre eux. Et si sont
deux filles at queux les ter-
res descendent, doilques els
sont appels deux Parceners.
Et si sont trois filles, donq;
els sont appels trois Parce-
ners; Et si quatre filles,
quatre Parceners, & il-
lunt ouster.*

*Auxy si home seise de
Tenements en fee simple ou
en fee taile, devy sans is-
sue de son corps engender,
& les Tenements descen-
dent a ses soers, els sont
Parceners, come est avant-
dit. Et en mesme man-
ner, lou il n'ad pas soers,
mes les Tenements descen-
dent a ses aunts, els sont
Parceners, &c. Mes si
home n'ad forsque un filz,
et ne peut estre dit parce-
ner, mes el est appelle filz
& heir, &c.*

*Et est a sçavoir, que par-
tition entre parceners peut
estre fait en divers man-
ners. Un est quant els a-
greent de faire partition,
& sont partition de les
Tenements, sicome si soy-
ent deux parceners a de-
vider entre eux les Tene-
ments en deux parts, ches-*

*heir to their Ancestor. And
they are called Parceners,
because by the Writ which
is called Breve de Partitiōne
facienda, the Law will con-
strain them, that partition
shall be made among them:
and if there be two daugh-
ters to whom the land de-
scendeth, then they be cal-
led two Parceners; and if
there be three daughters,
they be called three Parce-
ners; and if four daughters,
four Parceners, and so
forth.*

Also if a man seised of
Tenements in Fee simple or
in Fee-tail, dieth without
issue, of his body begotten,
and the Tenements descend
to his Sisters, they are Par-
ceners, as is aforesaid. And
in the same manner, where
he hath no Sisters, but the
Lands descend to his Aunts,
they are Parceners, &c. But
if a man hath but one
Daughter, she shall not be
called Parcener, but she is
called Daughter and Heir,
&c.

And it is to be under-
stood, that partition may
be made in divers manners.
One is, when they agree
make partition and
make partition of the Te-
ments. As if there be two
Parceners to divide be-
tween them the Tenements
in two parts, each part

Of Parceners.

*un part per soy en several-
tie, & de eal value. Et
si font 3. parceners a deu-
der les tenements en trois
parts per soy en severaltie,
&c.*

*Un autre partition est, a
estier per agreement enter
eux, certainz de leur a-
mies, de faire partition des
terres ou tenements en le
forme auant dit. Et en ti-
els casz apres tiel partiti-
on, le eigne fille, primer-
ment estiera un des parties
issint diuides, que el voit
auer pur sa part. & don-
ques le second fille prochain
apres luy autre part, &
donques le tierce sœur autre
part, donques le 4. autre
part, &c. si issint soit que
soient plusieurs soers, &c.
Et si soit autrement agree-
ment enter eux. Car il poiz,
estre agree entre eux, que
un avera tiels tenements,
&c. sans aucun tiel pri-
mer election, &c.*

*Et la part que l'eigne
soer ad est appellee en Latin
Enitia pars. Mes si les
parceners agreeont, que
l'eigne soer fera partition
de les Tenements en le for-
me auant dit, & si ceo el
fait, donques il est dit que
l'eigne soer estiera plus dar-
reine pur sa part, & a-
pres chascun de ses soers,
&c.*

it self in severalty, and of
equal value. And if there
be three Parceners, to di-
vide the tenements in three
parts by it self in severalty,
&c.

Another partition there
is, viz. to choise by agree-
ment between themselves
certain of their friends to
make partition of the lands
or Tenements in form a-
foresaid. And in the cases
after such partition, the el-
dest daughter shall choise
first one of the parts so di-
vided which she will have
for her part, and then the
second daughter next after
her another part, and then
the third sister another
part, then the fourth an-
other part, &c. if so be that
there be more Sisters, &c.
unlesse it be otherwise a-
greed between them, that
one shall have such Tene-
ments, and another such
Tenements, &c. without
any primer election, &c.

And the part which the
eldest sister hath, is called
in Latine Enitia pars. But
if the Parceners agree that
the eldest sister shall make
partition of the Tenements
in manner aforesaid, and if
she do this, then it is said
that the eldest sister shall
choise last for her part, and
after every one of her si-
sters, &c.

Un autre partition ou allotment est, sicme soient quater parceners, & apres le partition de l's Terres fait, chescun part del terre soit per soy solemeus escript en un petit escrovi, & soit couvert tout en cere, en le manner dun petit pile, issint que nul poit veir les-crovet, & donque soient les 4. piles de cere mis en un bonnet a garder en les maines un indifferent homme, & donques leigne file primerment metra sa maine en le bonnet, quel prendra un pile de cere ouesque les-crovet deins mesme le pile pur sa part, & donq; le second soer metra sa maine en le bonnet & prendra un autre, le tierce soer le 3. pile, & le 4. soer le 4. pile, &c. & en ceo cas convient chescun de aux luy tener a sa chance & allotment.

Item, un autre partition il y ad sicme sont quater Parceners, et ils ne voilent agreer a Partition destre fait entre eux, donque lun poit aver breife De partitione facienda, envers les autres trois : ou deux de eux poient aver breife De partitione facienda envers les autres deux : ou trois de eux poient aver breife De partitione facienda envers le

Another partition or allotment is, as if there be four Parceners, and after partition of the Lands be made, every part of the Land by it self is written in a little scrowl, and is covered all in wax in manner of a little ball, so as none may see the scrowle, and then the four balls of wax are put in a hat to be kept in the hands of an indifferent man, and then the eldest Daughter shall first put her hand into the hat, and take a ball of wax with the scrowl within the same ball for her part: And then the second sister shall put her hand into the hat, and take another, the 3. sister the 3. ball, and the 4. sister the 4. ball, &c. And in this case every one of them ought to stand to their chance and allotment.

Also, there is another Partition. As if there be four Parceners, and they will not agree to a partition to be made between them, then the one may have a Writ of *Partitione facienda* against the other three; or two of them may have a Writ of *Partitione facienda* against the other two; or three of them may have a Writ of *Partitione facienda* against the fourth,

quart,

qua t, a leur election.

Et quant iudgement sera done sur tel brief, le iudgement sera tel, que la partition sera fait entre les parties, Et que le Vicount en son proper person alera a les terres et tenements, &c. et que il ver le serment de XII. loyals homes de son Bailli vic, &c. fera partition entre les parties, et que l'un part de mesmes les Terres et Tenements soient Assignes al plaignif, ou a l'un des plaignifs, et un autre part a un autre Parcener, &c. nient faisant mention en le iudgement de leigne fiter plus que de puis-

Et de la partition que le Vicount ad issint fait il fera notice a Justices souz son Seale, et les Seales, de cheescun les 12. &c. Et issint en ceo cas poies veier que leigne fiter n'averu my la primer election, mes le Vicount luy assigne a sa part que ad avera, &c. Et poies estre que le Vicount doit assigner primerment un part a le plus puisne, &c. et darreinement al eigne, &c.

Et nota que partition per agreement per autre Parceners, soit chie fait

at their election.

And when Judgement shall be given upon this Writ, the judgement shall be thus, That partition shall be made between the parties, and that the Sheriff in his proper person shall go to the lands and Tenements, &c. and that he by the oath of 12 lawful men of his Bailiwick, &c. shall make partition between the parties, and that one part of the lands and Tenements shall be assigned to the Plaintiff, or to one of the plaintiffs, and another part to another Parcener, &c. not making mention in the judgement of the eldest fiter, more than of the youngest.

And of the partition which the Sheriff hath so made, he shall give notice to the Justice under his Seal, and the Seals of every of the 12. &c. And so in this case you may see that the eldest fiter shall not have the first election, but the Sheriff shall assign to her her part which she shall have, &c. And it may be that the Sheriff will assign first one part to the youngest, &c. and last to the eldest, &c.

And note, that partition by agreement between parceners may be made by

per la ley enter eux auxy
bien per parol sans fait,
come per fait.

Item si deux meases de-
scendent a deux Parceners,
et lun mease vault per
ans xx s. l'auter forsque
x s. per an, en cest cas par-
tition poit estre fait enter
eux en tiel forme, cest a-
cavoir que un parcener a-
vera lun mease, et que
l'auter parcener avera l'aut-
re mease, et celuy que
aver le mease que est de
value de xx s. et ses heirs,
payeront un annual rent
de v s. issuant hors de mes-
me le mease a l'auter par-
cener, et a ses heirs a tous
jours pur ceo que chescun
de eux avoit owelty en va-
lue.

Et tiel partition fait
per parol est assés bone, et
mesme le Parcener que a-
vera le rent et ses heirs,
pouront distreiner de com-
mon droit, pur le rent en
le dit mease de la value de
xx s. si le rent de v s. soit
aderere en aucun temps en
quocunque mains que mes-
me le mease deviendra,
soment que ne fuit unques
aucun escripture de cest fait
enter eux de tiel rent.

En mesme le maner est,
de tous maners de terres
et tenements, &c. ou tiel

Law between them, as wel
by paroll without Deed, as
by Deed.

Also if two Meases de-
scend to two Parceners, and
the one Mease is worth
twenty shillings per annum,
and the other but ten shil-
lings per annum, In this
case partition may be made
between them in this man-
ner, to wit, the one Parce-
ner to have the one Mease,
and the other Parcener the
other Mease. And she which
hath the Mease worth xx s.
per annum, and her heirs,
shall pay a yearly rent of
v shillings, issuing out of
the same Mease to the o-
ther Parcener, and to her
Heirs for ever, because each
of them should have equa-
lity in value.

And such partition made
by paroll is good enough,
and that Parcener who shall
have the rent and his heirs,
may distrein of common
right for the Rent in the
said mease, worth twenty
shillings, if the rent of five
shillings be behind at any
time, in whose hand soever
the same mease shall come,
although there never were
any writing of this made
between them for such a
Rent.

In the same manner it is
of all manner of Land and
Tenements, &c. where such
rent.

rent est reserve a un, ou a divers Parceners sur tel partition, &c. Mes tel rent n'est pas rent service, mes est rent charge de common droit en e & reserve pur egalite de partition.

Et nota que nulles sont appellees parceners per le common ley, mes females, ou les heires de females que veignent a terres & tenements per descent. Car si soers purchase terres ou tenements, de ceo ils sont appellees joyntenants, et nemy parceners.

Item si deux Parceners de terre en fee simple, font partition entre eux, & la part de un vault plus que le part de lautre, si els furent al temps de la partition de pleine age, sc. de 21. ans, donque la partition, tous dits demurrera, & ne serra unques defeat. Mes si les tenements (doz els font partition) soient a eux en fee tail, & le part que lun ad est meliex en annual value, que est la part de lautre, comment que els sont concludes durant leur vies a defeat la partition, uncore si le parcener que ad le meindre part en value ad issue & devy, lissue poit disagree a la partition, & enter & occuper en

Rent is reserved to one or to divers Parceners upon such partition, &c. But such rent is not Rent service, but a Rent charge of common right, had and reserved for equality of partition.

And note, That none are called Parceners by the Common Law, but females or the heirs of females which come to Lands or tenements by descent: for if sisters purchase lands or tenements, of this they are called Joyntenants, and not Parceners.

Also if two Parceners of Lands in fee simple make partition between themselves, and the part of the one valueth more then the part of the other, if they were at the time of the partition of full age, sc. of 21. years, then the partition shall alway remain and be never defeated. But if the Tenements (whereof they make partition) be to them in fee tail, and the part of the one is better in yearly value then the part of the other, albeit they be concluded during their lives to defeat the partition, yet if the Parcener which hath the lesser part in value, hath issue and die, the issue may disagree to the partition; and enter and

common l'auter part que
fuit allotte a sa Aunt, et
issint l'auter poit enter &
occuper en common l'auter
part allotte a sa soer, &c.
sicomo nul partition n'est
este fait.

Item si deux parceners
de tenements en fee preig-
ne barons font partition en-
ter eux, si la part l'un est
meinder en annual value
que la part l'auter, durant
les vies leur barons la par-
tition estoyera durant les
en sa force. Mes camient
que il estoyera durant les
vies les barons, uncore a-
pres la mort le baron, ce-
luy feme que ad le meinder
part poit enter en le part
sa soer come est avant-
dit, & defeatera la par-
tition.

Mes si le partition fait
perenter les barons fuit
rial, que chescun part al
temps d'allotment fait, fuit
de egal annual value,
donque il ne poit apres e-
stre defeat en tielx cases.

Item si deux parceners
sont, & le puisne este-
ant deins l'age de 21. ans,
& partition est fait entre
eux, issint que la purpar-
ty que est allote al puisne en
de meindre value que la
purparty l'auter, en cest

occupy in common the o-
ther part which was allo-
ted to his Aunt, and so
the other may enter and
occupy in common the o-
ther part allotted to her
sister, &c. as if no partition
had been made.

Also if two Parceners of
Lands in fee take Hus-
bands, and they and their
Husbands make partition
between them, if the part
of the one be lesse in value
then the part of the other,
during the lives of their
Husbands, the partition
shall stand in its force. But
albeit it shall stand during
the lives of their Husbands,
yet after the death of the
Husbands, that woman
which hath the lesser part
may enter into her Sisters
part as is afore said, and
shall defeat the parti-
tion.

But if the partition made
between the Husbands were
thus, that each part at the
time of the allotment made,
was of equal yearly value,
then it cannot afterwards
be defeated in such cases.

Also if two Coparceners
be, and the youngest being
within the age of twenty
one years, partition is made
between them, so as the
part which is allotted to
the youngest, is of lesse
value then the part of the
case

case le puisse durant le temps de son nonage, et auxy quant el vient a pleine age, sc. de 21. ans, poit enter en la purparty a sa soer allot et defeatera la partition. Mes bien soy gard tiel Parcener quant el vient a sa pleine age, que el ne preign a son use demesne tous les profits des terres ou tenements que a luy fuere allots. Car donques el soy agreea a la partition a tiel age, en quel case la partition estoyera & demurra en sa force: Mes peraventure les profits de la moietiy el poit prendre, relinquant les profits de l'auter moietiy a sa soer.

Et est ascavoir que quant il est dit, que males sont de pleine age, ceo serra entendue de age de 21. ans, car si devant tiel age, ascun fait ou feoffment, grant, release, confirmation, obligation, ou autre scripture soit fait par aucun de eux, &c. ou si ascun deins tiel age, soit Baylife ou recever a ascun home, &c. tout serve pur nient & poit estre avoyde. Auxy home devant le dit age, ne serra my jure en un Enquest, &c.

Item si terres ou Tene-

other; in this case the youngest during the time of her nonage, and also when she cometh to full age, sc. of 21. years, may enter into the part allotted to her sister, and shall defeat the partition: but let such Parcener take heed when she comes to her full age, that she taketh not to her own use all the profits of the lands or tenements which were allotted unto her: for then she agrees to the partition at such age, in which case the partition shall stand and remain in its force: but peraventure she may take the profits of the moietiy, leaving the profits of the other moietiy to her sister.

And it is to be understood, that when it is said, that males or females be of full age, this shall be intended of the age of 21. years, for if before such age any deed or feoffment, grant, release, confirmation, obligation, or other writing be made by any of them, &c. or if any within such age be Baylife or receiver to any man, &c. all serve for nothing, and may be avoyded. Also a man before the said age shall not be sworn in an Enquest, &c.

Also if Lands or Tene-

ments soyent dones a un
home en le taile, quel ad
tant des terres en fee sim-
ple, et ad issue deux filles,
et devie, et ses deux filles
font partition enter eux,
issint que la terre en fee
simple est allee a le fille
puisne en allowance des
terres & Tenements tailes
aloeites a le fille eigne, si
aprestiel partition fait, la
puisne fille alienast sa terre
en fee simple a un autre en
fee, & ad issue ses ou fille
et devie, l'issue poit bien
entrer en les Tenements
tailes et eux tenir et occu-
pier en purparty ouesque
son Aunt. Et ces est par
deux causes: un est, par
ce que l'issue ne poit aver
ascun remede de la terre
alieu sa mere, par ce
que la terre fuit a luy en
fee simple, et par tant que
il est un de les heirs en
taile, & nad my ascun
recompence de cea que a
luy assiert de les Tene-
ments tailes, il est reason
que el eit sa purparty de
les terres tailes, et n'asme-
ment quant ziel partition
ne fait ascun discontinu-
ance.

Mes les contrary est ten-
nus M. 10. H. 6. scil.
que le heire ne poit en-
ter sur le Parcener que
ad la terre taile, mais est

ments be given to a man in
tail, who hath as much
land in fee simple, and
hath issue two daughters,
and die, and his two daugh-
ters make partition be-
tween them, so as the land
in Fee simple is allotted to
the younger daughter, in
a lowance for the Lands
and Tenements in Tail al-
lotted to the elder daughter,
if after such partition
made, the younger daugh-
ter alieneth her land in fee
simple, to another in fee,
and hath issue a son or
daughter and dies, the is-
sue may enter into the
lands in Tail, and hold and
occupy them in purparty
with her Aunt. And this is
for 2. causes: one is, for
that the issue can have no
remedy for the land sold
by the mother, because the
land was to her in fee sim-
ple, and in as much as she
is one of the heirs in tail,
hath no recompence of that
which belongeth to her of
the lands in tail, it is rea-
son that she hath her por-
tion of the Lands tailed,
and namely when such par-
tition doth not make any
discontinuance.

But the contrary is hol-
den M. 10. H. 6. sc. that
the heir may not enter up-
on the parcener who hath
the intailed land, but

mus a Formedon.

*Un autre cause est, pur
ce que il serra rette la fel-
ly del esgn soer que il voit
suzer ou agree a ciel par-
tition, ou el puisse aver
si el voile, la moietie de la
terre en fee simple, & son
moisty des tenements en
le taile, par sa purpar-
ty, et issint estre sur sans
damage.*

*Auxy si home soit seise
en fee d'un carve de ter-
re par just title, et dis-
seist un enfant deins age
d'un autre carve, et ad
issue deux filles, et morust
seise d'ambideux carves,
lenf. adonque esleant de-
ins age, et les filles entrent
et font partition, issint
que l'un carve est allotte
al purparty l'un, come per
case al puisne en allowance
d'auter carve que est al-
lotte a le purparty de l'aut-
rer, si plait lenf. enter en
le carve dont il suit dis-
seist sur le possession la
Parcener que ad mesme le
carve; donque mesme le
Parcener peut entrer en
l'auter carve que la soer
ad, et tener en Parcena-
ry ovesque luy: Mes s'il
puise aliena mesme la
carve a un autre en fee
simple devant l'enf. lenf.
& par lenf. enter sur la
possession l'alienee, donque*

is put to a Formedon.

Another reason is, for
that it shall be accounted
the folly of the eldest sister
that she would suffer or a-
gree to such a partition,
where she might if she
would have had the moiety
of the Land in Fee simple,
and a moiety of lands en-
tailed for her part, and so
to be sure without losse.

Also if a man be seised in
fee of a Carve of land by
just title, and he disseise an
Infant within age of ano-
ther Carve, and hath issue
two daughters, and dieth
seised of both Carves, the
Infant being then within
age, and the daughters en-
ter and make partition, so
as the one Carve is allotted
for the part of the one (as
per case to the youngest in
allowance of the other
Carve which is allotted to
the purparty of the other)
if afterward the Infant en-
ter into the Carve whereof
he was disseised upon the
possession of the Parcener
which hath the same Carve,
then the same Parcener
may enter into the other
carve which her sister hath,
and hold in Parcenary with
her. But if the youngest
alien the same Carve to
another in fee before the
entry of the Infant, and

el ne poit enter en l'auter carve, pur ceo que per son alienation el ad luy tout o. sterment dismisie d'aver aucun part de les tenements come parcener. Mes si le puisne devant l'entrie l'enfant fait de ceo un lease pur terme dans, ou pur terme de vie ou en fee taylor, devant la reversion a luy, & puis l'enfant enter, la peradventure autrement est, pur ceo que el ne soy dismisie de tout ceo que fuit en luy, mes ad reserve a luy le Reversion & le fee, &c.

Item si soient trois ou quater parceners, &c. que font partition entre eux, si le part d'un parcener soit desoat per tiel loyal entrie, el poit enter & occuper l'auter terres ovesque tous les autres parceners, et eux compell de fair novel partition de l'auters terres, entre eux, &c.

Item si sont deux parceners, & lun prent baron, et le baron et sa femme ont issue entre eux, et la feme devy, et le baron soy tient eus en le moiety come tenant per le curtesie, en ceo cas le parcener que survesquist,

after the Infant enter upon the possession of the Alienee, then she cannot enter into the other Carve, because by her alienation she hath altogether dismissed her self to have any part of the tenements as Parcener. But if the youngest before the entry of the Infant make a Lease of this for terme of life, or in Fee Tail, saving the reversion to her and after the Infant enter, there peradventure otherwise it is, because she hath not dismissed her self of all which was in her, but hath reserved to her the reversion, and the fee, &c.

Also if there be three or four Coparceners, &c. which make partition between them, if the part of the one Parcener be defeated by such lawfull entry, she may enter and occupy the other lands with all the other Parceners, and compel them to make new partition between them of the other lands, &c.

Also if there be two parceners, and the one taketh Husband, and the Husband and Wife have Issue between them, and his Wife dieth, and the Husband keeps himself in as Tenant by the curtesie, In this Case the Parcener

Et le tenant per le curtesie bien poient faire partition enter eux, &c. Et si le tenant per le curtesie ne voit arreer al partition destre fait, donques le parcener que survesquist poit aver envers le Tenant per le curtesie, brieve De partitione facienda, &c. Et luy compeller de faire partition. Mes si le tenant per le curtesie voile aver partition enter aux destre fait, Et le parcener que survesquist ne voit ceo aver, donque le tenant per le curtesie n'avera aucun remedy pur aver partition, &c. Car il ne poit aver brieve de Partitione facienda, pur ceo que il n'est parcener, car tiel brieve gist pur parceners tantseulement. Et issint poyes veyer que brieve de Partitione facienda, gist envers tenant per le curtesie, Et uncore il mesme ne poit aver tiel brieve.

which surviveth, and the Tenant by the curtesie may well make partition between them, &c. And if the tenant by the curtesie will not agree to make partition, then the parcener which surviveth may have against the tenant by the curtesie a Writ De partitione facienda, &c. & compel him to make partition. But if the tenant by the curtesie would have partition to be made between them and the parcener which surviveth will not have this, then the Tenant by the curtesie cannot have partition, &c. For he cannot have a Writ of Partitione facienda, because he is no parcener. For such a Writ lyeth for parceners only. And so you may see that a Writ of Partitione facienda, lyeth against tenant by the curtesie, and yet he himself cannot have the like Writ.

CHAP. II.

Parceners by Custome.

PArceners per le Custome sont, leu home seise en ses simple, ou en

PArceners by the Custome are, where a man is seised in fee simple, or in

N fee

fee taile de terre ou tene-
ments que sont de tenure
appel Gavelkind deins le
Countie de Kent, & ad
issue divers fits & de-
vie: tielx terre ou tene-
ments descenderont a tous
les fits per le Custome, &
ouvelment enheriteront &
ferront partition enter
eux per le custome,
sicome females ferront,
& breife de Partiti-
one facienda gift en ceo
cas, sicome enter females,
mes il covient en la decla-
ration de faire mention de
le custom. Auxy tiel cu-
stome est en autres lieux
Dengleterre. Et auxy tiel
custome est en North Gales,
&c.

Item il y ad autre par-
tition quel est d'auter na-
ture & d'auter forme que
ascuns des partitions a-
vaunt dits sont. Sicome
home seifse de certeine
Terres en fee simple, ad
issue deux filles & leigne
est mary, & le pere done
parcel de ses terres a le ba-
ron ove sa file en Frank-
marriage, & morust seifse
de remnant, le quel rem-
nant est de plus greinder
value per an, que sont les
Terres donnees en Frank-
marriage.

En cel case le baron no-
le sont avers rians pue

Fee tail of Lands or Tene-
ments which are of the Te-
nure called Gavelkind
within the County of Kent,
and hath issue divers sons
and die, such Lands or Te-
nements shall descend to
all the sons by the Cu-
stome, and shall equally
inherit and make partition
by the Custome, as females
shall do, and a Writ of
Partition lieth in this case
as between females, but it
behoveth in the Declara-
tion to make mention of
the Custome. Also such
Custome is in other places
of England, and also such
Custome is in North-
Wales, &c.

Also there is another
partition which is of ano-
ther nature, and of other
form, then any of the par-
titions aforesaid be. As if
a man seifsed of certain
Lands in Fee simple, hath
issue two Daughters, and
the eldest is married, and
the Father giveth part of
his Lands to the Husband
with his Daughter in
Frankmarriage, and dieth
seifsed of the remnant, the
which remnant is of a
greater yearly value then
the lands given in Frank-
marriage.

In this case neither the
Husband nor Wife shall
have

leur purpartie de le dit remnant, sinon que ils voile mitter leur terres dones en Frankmarriage en Hotchpot, ouesque le remnant de la terre ouesque sa soer. Et si issint ils ne voilent faire, donques le puisne poet tener & occuper mesme le remnant, & prendra a luy les profits tantselement. Et si semble que cest parol (Hotchpot) est in English, A Pudding, car en tiel Pudding nest communement mise un chose tantselement, mes un chose ouesq; auters choses ensemble. Et par ceo il covient en tiel case de mitter les Terres dones en Frankmarriage, ouesque les auters terres en Hotchpot, si le Baron, & sa feme voient aver aucun part en les auters terres.

Et cest terme (Hotchpot) nest forsque un terme similitudinarie, & est a tant adire, cestascavoir, de mitter les terres en Frankmarriage & les auters terres en fee simple ensemble, & ceo est a tiel enter de conuster le value de tous les terres, sc. de les terres dones en Frankmarriage, & de le remnant que ne fueront dones, & donque partition sera fait en le forme que ensuiist. Sicomme mitomns que

have any thing, for their purparty of the said Remnant, unlesse they will put their lands given in Frankmarriage, in Hotchpot, with the remnant of the land with her Sister. And if they will not do so, then the youngest may hold and occupy the same remnant, and take the profits only to her self. And it seemeth that this word (Hotchpot) is in English A Pudding, for in this Pudding is not commonly put one thing alone, but one thing with other things together. And therefore it behoveth in this case to put the lands given in Frankmarriage with the other Lands in Hotchpot, if the Husband and Wite will have any part in the other Lands.

And this tearm (Hotchpot) is but a tearm similitudinary, and is as much to say, as to put the lands in Frankmarriage, and the other Lands in Fee simple together, and this for this intent, to know the value of all the Lands scil. of the Lands given in Frankmarriage, and of the remnant which were not given, and then partition shall be made in form following. As put the case that a man be seised of 30. Acres of Land

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home soit seise de 30. acres de terre en fee simple chescun acre de value de 12. d. per an, & que il ad issne deux filles, & lun est uovers de baron, & le pi-ur dona 10. acres de les 30. acres a le baron, ove sa file en Frankmarriage, & morust seise de le remnant, donques dauter soer entra en le remnant, sc. en les 20. acres, & eux occuper, a son use demesne sinon. que le baron & sa feme voile mitter les 10. acres dones en Frankmarriage, ove les 20. acres en Hotchpot, cestascavoir, ensemble, & donque quant le value de chescun acre est conue cestascavoir, que chescun acre vault per an, & est assesse, ou enter eux agrement, que chescun acre vault per an 12. d. donques le partition serra fait en tiel forme, cestascavoir le baron et sa feme averont onstre les 10. acres dones a eux en Frankmarriage 5. acres en severaltie de des 20. acres et l'auter soer avera le remnant, sc. 15. acres pur sa purpartie, issint que accomptant les 10. acres que le baron et sa feme ont per le done en Frankmarriage, et les autres 5. acres de les 20. acres, le

in Fee simple, every Acre of the value of 12. pence by the year, and that he hath issue two Daughters, and the one is Covert baron, and the Father gives 10. Acres of the 30. Acres to the Husband with his Daughter in Frankmarriage, and dieth seised of the remnant, then the other sister shall enter into the remnant, viz. into the 20. Acres, and shall occupie them to her own use, unlessse the Husband and his Wife will put the 10. Acres given in Frankmarriage, with the 20. Acres in Hotchpot, that is to say, together, and then when the value of every Acre is known, to wit, what every Acre valueth by the year, and is assessed or agreed between them, that every Acre is worth by the year 12. pence. Then the partition shall be made in this manner, viz. the Husband and Wife shall have besides the 10. Acres given to them in Frankmarriage 5. Acres in severalty of the 20. Acres, and the other sister shall have the remnant, sc. 15. Acres of the 20. Acres for her purparty, so as accounting the 10. Acres which the Baron and Feme have by the gift in Frankmarriage, and

baron

baron et sa femme ont au-
tant en annual value, que
l'auter soer ad.

the other 5. Acres of the
20. Acres, the Husband
and Wife have as much in
yearly value as the other
sister.

Et issint tous foits sur
tiel partition, les terres
donnees en Frankmarriage
demurent a les donees et
a leur heirs solongue le for-
me de le done. Car si
l'auter Parcener avoit riens
de ceo que est done en
Frankmarriage, de ceo en-
sueroit inconveniens, et
chose encounter reason, que
la ley ne voit suffer. Et la
cause que les terres donnees
en Frankmarriage seront
mis en Hotchpot, est ceo,
quant home done terres ou
tenements en Frankmar-
riage ove sa fille, ou ove
auter cousin, il est enten-
dus per la ley que tiel do-
ne fait per tiel Parol
(Frankmarriage) est
un advancement & par
advancement de sa fille, ou
de son auter cousin, et nos-
sivement quant le doner et
ses heirs n'averont ascen-
rent ne service de eux, si
non que soit fealty, tan-
que le quart degree soit
passe, &c. Et par tiel
cause la ley est que el ave-
ra riens de les auters terres
ou tenements descendus a
l'auter parcener, &c. si-
non que el veuille witter

And so always upon such
partition the Lands given
in Frankmarriage remain
to the Donees and to their
heirs according to the
form of the gift, for if the
other Parcener should have
any of that which is given
in Frankmarriage: of this
would ensue an inconveni-
ence, and a thing against
reason, which the Law
will not suffer. And the
reason why the Lands given
in Frankmarriage shall be
put in Hotchpot, is this,
when a man giveth Lands
or Tenements in Frank-
marriage with his Daugh-
ter, or with his other Cou-
sin, it is intended by the
Law that such gift made by
this word (Frankmarriage)
is an advancement, and for
advancement of his daugh-
ter, or of his Cousin, and
namely, when the doner
and his heirs shall have no
Rent nor service of them
but fealty untill the fourth
degree be past. And for
this cause the Law is that
the shall have nothing of
the other lands or tena-
ments descended to the o-
ther parcener, &c. unless

les terres donnees en Frankmarriage en Hotchpot, come est dit. Et si el ne voille mitter les terres donnees en Frankmarriage en Hotchpot, dunque el n'aura riens del remuant pur ceo que serra entendu per la ley que el est sufficientment avance, a que advancement el soy agree & luy s'ont content.

Mesme la ley est perentive les heires de les donees en Frankmarriage, et les autres parceners, &c. si les donees en Frankmarriage devions devant leur auncestor, ou devant tiel partition, &c. quant a mitter en Hotchpot, &c.

Et nota que donees en Frankmarriage fueront per la common ley devant le Statute de Westminster second, et tout temps puis ad eslo use et continue, &c.

Item, tiel mitter en Hotchpot, &c. est l'un les autres terres ou Tenements que ne fuere donnees en Frankmarriage descendont de les doners en Frankmarriage tantselement car si les terres descenderont a les filles par le pier le doner, ou per la mere le doner, ou per le frere le doner, ou autre auncestor, et nemy per le doner, &c. la

she will put the lands given in Frankmarriage in Hotchpot as is said. And if she will not put the lands given in Frankmarriage in Hotchpot, then she shall have nothing of the remnant, because it shall be intended by the Law, that she is sufficiently advanced, to which advancement she agreeth and holds her self content.

The same Law is between the heirs of the donees in Frankmarriage, and the other parceners, &c. if the donees in Frankmarriage die before their ancestor or before such partition, &c. as to put in Hotchpot, &c.

And note that gifts in Frankmarriage were by the Common Law before the Statute of Westminster second, and have been always since used and continued, &c.

Also such putting in Hotchpot, &c. is where the other lands or tenements which were not given in Frankmarriage descend from the donors in Frankmarriage only, for if the lands shall descend to the daughters by the father of the donor, or by the mother of the donor, or by the brother of the donor or other ancestor,

autrement.

auterment est, car en tiel cas el a quel tiel done en Frankmarriage est fait avera sa part sicome nul tiel done en Frankmarriage n'est este fait, pur ceo que el ne fuit avance per eux, &c. eins per un. auter, &c.

and not by the donor, &c. there it is otherwise, for in such case, she to whom such gift in Frankmarriage is made shall have her part as if no gift in Frankmarriage had been made, because that she was not advanced by them, &c. but by another, &c.

Item si home seise de 30. acres de terre chescun acre de ovel annual value eiant issue deux filles come est avantdit, & dona 15. acres de ceo a le baron ve sa fille en Frankmarriage, et morust seise de les autres 15. acres, en cest case l'auter soer avera les 15. acres issint descendus a luy sole, et le baron et sa femme n'auront en tiel cas les 15. acres a eux donnees en Frankmarriage en Hotchpot, pur ceo que les tenements donnees en Frankmarriage sont de auxy grand et de bone annual value, come les autres terres descendus, &c. Car si les terres donnees en Frankmarriage sont de tant egal annual value, que le remnant sont, ou de plus value, en vain et a nul entent tielx tenements donnees en Frankmarriage serra mis en Hotchpot, &c. pur ceo que el ne poet riens aver de

Also if a man be seised of 30. acres of land every acre of equal annual value, and have issue two daughters as aforesaid, and giveth 15. acres heretofore to the Husband with his Daughter in Frankmarriage, and dies seised of the other 15. acres. In this case the other Sister shall have the 15. acres so descended to her alone, and the husband and wife shall not in this case put the 15. acres given to them in Frankmarriage into Hotchpot, because the Tenements given in Frankmarriage are of as great and good yearly value as the other Lands descended, &c. for if the Lands given in Frankmarriage be of equal or of more yearly value then the remnant, in vain and to no purpose shall such Tenements given in Frankmarriage be put in Hotchpot, &c. for that she cannot have any
les

les autres terres descendus, &c. car si el aueroit aucun parcel de les Tenements descendus, donques el auera plus de annual value que sa soer, &c. que la ley ne voit, &c. Et sicome est parle en les cas ses avantdits de deux filles ou de deux parceners, en mesme le maner est en semblable cas ou sont plusieurs soers ou plusieurs parceners, selonque ceo que le case et le matter est, &c.

Et est a sauoir, que Terres ou Tenements donnez en Frankmariage ne serra mise en Hotchpot, forsque ou Terres descende en fee simple, car de terre descendus en fee taile Partition serra fait, sicome nul tiel done en Frankmariage n'est fait.

Item nuls Terres serra mise en Hotchpot ou ailleurs sinon terres que furent done en Frankmariage tant seulement: Car si aucun Ferme ad aucuns autres terres ou tenements per aucun autre done en taile, el ne unques mistera tiel Terre issint done en Hotchpot, mes el auera sa purpartie de le remnant descendus, &c. scil. a tant que l'auter Parcener auera de mesme remnant.

of the other Lands descended, &c. for if she should have any parcel of the Lands descended, then she shall have more in yearly value then her Sister, &c. which the Law will not, &c. And as it is spoken in the cases aforesaid of two Daughters or of two Parceners; in the same manner it is in like case where there are more Sisters or more Parceners according as the case and matter is, &c.

And it is to be understood, that Lands or Tenements given in Frankmariage shall not be put in Hotchpot, but where Lands descended in Fee-simple, for of Lands descended in Fee tail partition shall be made, as if no such gift in Frankmariage had been made.

Also no Lands shall be put in Hotchpot with other Lands, but Lands given in Frankmariage only: for if a Woman have any other Lands or Tenements by any other gift in tail, she shall never put such Lands so given in Hotchpot, but she shall have her purparty of the remnant descended, &c. (videlicet) as much as the other Parcener shall have of the same remnant.

*Item un autre Partition
peut estre fait inter parce-
ners, que variaist de les
Partitions avandits. Si-
come y sont trois Parceners,
et le puisne voet aver par-
tition, et les autres deux
ne voillent, mes voillent
tenir en parcenarie ceo
que a eux affiert sans par-
tition, en cest case si un
part soit alor en severalty
al puisne soer solongue ceo
que el doit aver, donques
les autres poient tenir le
remnant en parcenarie, et
occupier en common sans
partition si els voilent, et
siel partition est assers
bone. Et si apres loigne ou
le mulnes Parcener voile
faire partition inter eux,
de ceo que ils teignent, ils
poient ceo bien faire quant
a eux pleist. Mes leu par-
tition serra fait per force
de Brieve de Partitione
facienda, la autrement est
car la covient que chescun
Parcener avera sa part en
severalty, &c.*

*Plus serra dit des par-
ceners in le Chapter de
Joyntenants, et auxy en le
Chapter de Tenants in
Common.*

Also another partition
may be made between Par-
ceners, which varieth from
the Partitions aforesaid.
As if there be three Parce-
ners, and the youngest will
have partition, and the
other two will not, but
will hold in Parcenary
that which to them belon-
geth, without partition: in
this case if one part be al-
lotted in severalty to the
youngest sifter, according
to that which she ought
to have, then the others
may hold the remnant in
parcenary, and occupy in
Common without partition
if they will, and such par-
tition is good enough.
And if afterwards the el-
dest or middle parcener
will make partition be-
tween them of that which
they hold, they may well
do this when they please.
But where partition shall
be made by force of a Writ
of Partitione facienda, there
it is otherwise, for there it
behoveth that every parce-
ner have her part in sever-
alty, &c.

More shall be said of par-
ceners in the Chapter of
Joyntenants, and also in the
Chapter of Tenants in
Common.

CHAP. III.

Of Joyntenants.

Joynteuants sont, sicome
homo seise de certain
Terres ou Tenements,
Ec. enfeoffe deux, trois,
quater, ou plusors, a auer
Et teuer a eux pur term
de leur vies, ou a terme
d'auter vie, per force de
quel feoffment ou lease ils
sont seisis, tiels sont
Joyntenants.

Item si deux ou trois,
Ec. disseifont un auter
d'ascun terres ou Tene-
ments a leur use demisne :
donques les Disseifours
sont Joyntenants. Mes s'ils
disseifont un auter al use
d'un de eux, donques ils
ne sont Joyntenants, mes
celuy a que use le dissei-
fin est fait est sole tenant,
Et les autres nont riens en
le tenancie, mes sont ap-
pels coadjutors a le dissei-
fin, Ec.

Et nota que disseifin est
properment lou un home
entra en ascun terres ou
tenements lou son entree
nest pas congeable, Et ou-
staceluy que ad Frankie-
nement, Ec.

Joyntenants are, as if a
man be seised of certain
Lands or Tenements,
&c. and infeoffeth two,
thrice, four, or more, to
have and to hold to them
for term of their lives, or
for term of anothers life,
by force of which feoffem-
ent or lease they are
seised, these are Joynte-
nants.

Also if two or three, &c.
disseise another of any
lands or tenements to their
own use, then the dissei-
sors are Joyntenant. But
if they disseise another to
the use of one of them,
then they are not Joynt-
tenants, but he to whose
use the Disseisin is made, is
sole Tenant, and the others
have nothing in the Te-
nancy, but are called Co-
adjutors to the Disseisin,
&c.

And note that disseisin is
properly where a man en-
treth into any Lands or
Tenement where his entry
is not congeable, and ou-
steth him which hath the
Freehold, &c.

Et

Et est a sçavoir que la nature de Joyntenance est que celui que survesquait avera seulement l'entier tenance selonque tel estat que il ad, si le Joynture soit continue, &c. Sicome si trois Joyntenants sont en Fee simple, & lun ad issue & devie, uncore ceux que survesquont auront les tenements entier, & l'issue n'aura rien. Et si le 2. Joyntenant ad issue & devie, uncore le tierce que survesquait avera les tenements entier, & eux avera a luy & a ses heirs a tous jours, Mes autrement est de Parceners. Car si trois Parceners sont, & devant aucun partition fait, lun ad issue & devie, ceo que a luy affiert descendra a ses coheires issint que ils averont ceo per descent, & ne my per survivor, come joyntenants averont, &c.

Et come le survivor tiens lieu enter Joyntenants, en mesme la manner il tient lieu enter eux queux ont joynt estat ou possession ove auter de charrel real ou personal. Si

And it is to be understood, that the nature of Joyntenancy is, that he which surviveth shall have onely the entier tenancy according to such estat as he hath, if the Joynture be continued, &c. As if three Joyntenants be in Fee simple, and the one hath issue, and dyeth, yet they which survive shall have the whole tenements, and the issue shall have nothing. And if the two Joyntenants have issue and dye, yet the third which surviveth shall have the whole tenements to him and to his heirs for ever, but otherwise it is of Parceners, for if three Parceners be, and before any partition made the one hath issue and dyeth, that which to him belongeth shall descend to his issue, and if such Parcener die without issue, that which belongeth to her shall descend to her coheires so as they shall have this by descent and not by survivor, as Joyntenants shall have, &c.

And as the survivor holds place between Joyntenants, in the same manner it holdeth place between them which have joynt Estat or Possessioe with another of a Charn

CHAP. III.

Of Joyntenants.

Joyntenants sont, sicome
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Terres ou Tenements,
&c. infeoffe deux, trois,
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E tenner a eux pur term
de leur vies, ou a terme
d'auter vie, per force de
quel feoffment ou lease ils
sont seisis, riels sont
Joyntenants.

*Item si deux ou trois,
&c. disseisont un auter
d'aucun terres ou Tene-
ments a leur use demysne :
donques les Disseisors
sont Joyntenants. Mes s'ils
disseisont un auter al use
d'un de eux, donques ils
ne sont Joyntenants, mes
celuy a que use le dissei-
sin est fait est solo tenant,
& les autres nont riens en
le tenancie, mes sont ap-
pels coadjutors a le dissei-
sin, &c.*

*Et nota que disseisin est
properment lou un home
entra en aucun terres ou
tenements lou son entree
nest pas congeable, & ou-
st ce luy que ad Frankte-
nement, &c.*

Joyntenants are, as if a
man be seised of certain
Lands or Tenements,
&c. and infeoffeth two,
thre, four, or more, to
have and to hold to them
for term of their lives, or
for term of anothers life,
by force of which feoffe-
ment or lease they are
seised, these are Joynte-
nants.

Also if two or three, &c.
disseise another of any
lands or tenements to their
own use, then the dissei-
sors are Joyntenant. But
if they disseise another to
the use of one of them,
then they are not Joynte-
nants, but he to whose
use the Disseisin is made, is
sole Tenant, and the others
have nothing in the Te-
nancy, but are called Co-
adjutors to the Disseisin,
&c.

And note that disseisin is
properly where a man en-
treth into any Lands or
Tenements where his entry
is not congeable, and ou-
steth him which hath the
Freehold, &c.

Et est a sçavoir que la nature de Joyntenancie est que celui que survesquist avera solement l'entier tenancie solongue tiel estate que il ad, si le Joynture soit continue, &c. Sicome si trois Joyntenants sont en Fee simple, & lun ad issue & devie, uncore ceux que survesquont averont les tenements entier, & l'issue n'avera riens. Et si le 2. Joyntenant ad issue & devie, uncore le tierce que survesquist avera les tenements entier, & eux avera a luy & a ses heires a tous jours, Mes autrement est de Parceners. Car si trois Parceners sont, & devant aucun partition fait, l'un ad issue & devie, ceo que a luy affiert descendra a ses coheires issint que ils averont ceo per discent, & ne my per survivor, come joyntenants averont, &c.

Et come le survivor tiens lieu enter Joyntenants, en mesme le manner il tient lieu enter eux queux ont joynt estate ou possession oue auter de chariel real ou personal. Si

And it is to be understood, that the nature of Joyntenancy is, that he which surviveth shall have onely the entier tenancy according to such estate as he hath, if the Joynture be continued, &c. As if three Joyntenants be in Fee simple, and the one hath issue, and dyeth, yet they which survive shall have the whole tenements, and the issue shall have nothing. And if the two Joyntenants have issue and dye, yet the third which surviveth shall have the whole tenements to him and to his heirs for ever, but otherwise it is of Parceners, for if three Parceners be, and before any partition made the one hath issue and dyeth, that which to him belongeth shall descend to his issue, and if such Parcener die without issue, that which belongeth to her shall descend to her coheires so as they shall have this by descent and not by survivor, as Joyntenants shall have, &c.

And as the survivor holds place between Joyntenants, in the same manner it holdeth place between them which have joynt Estate or Possession with another of a Chata

come, si leas de terres ou tenements soit fait a plusieurs pur terme des ans, celui que survesquist de les leseez avera les tenements a luy entier, durant le terme, per force de mesme le leas. Et si un cheval ou un autre chattel personal sont done a plusieurs, celui que survesquist avera le cheval seulement.

En mesme le manner est de debts & duties, &c. car si un Obligation soit fait a plusieurs pur un debt, celui que survesquist avera tout le debt ou dutie. Et issint est d'autres Covenants & Contrasts, &c.

Item, ascuns Joyntenants poient estre que poient aver joint estate, & estre Joyntenants pur terme de leur vies, & uncore ils ont several inheritances. Sicome terres soient dones a deux homes & a leurz heires de leur deux corps engendres, en cest case les Donees ont joynt estates pur terme de leur deux vies, & uncore ils ont several inheritances, car si lun des donees, ad issue, & deuy, l'autre que survesquist avera tous per le survivor pur terme de sa vie, & si celui que survesquist n'ay ad issue, &

tell, real or personal. As if a Lease of Lands or Tenements be made to many for term of years, he which survives of the Lessees, shall have the Tenements to him onely during the terme by force of the same lease. And if a Horse, or any other chattel personal be given to many, he which surviveth shall have the Horse only.

In the same manner it is of Debts and Duties, &c. for if an Obligation be made to many for one Debt, he which surviveth shall have the whole Debt or Duty. And so it is of other Covenants and Contrasts, &c.

Also there may be some Joyntenants which may have a joint Estate, and be Joyntenants for terme of their lives, and yet have several Inheritances. As if Lands be given to two men and to the heirs of their two bodies begotten, In this case the Donees have a joynt estate for term of their two lives, and yet they have several inheritances, for if one of the Donees hath issue and die, the other which surviveth shall have the whole by the Survivor for term of his life, and if he which surviveth hath also issue,

deuy,

deux, donques le issue del
un avera l'un moietie, &
l'issue del autre avera l'autre
moietie de la terre, &
ils tiendront la terre enter
eux en common, et ne sont
pas joyntnants, mes sont
tenants en common. Et la
cause pur que tielx Do-
nees en tiel cas ont joynt
estate pur terme de leur
vies, est per ceo que al
commencement les terres
fueront dones a eux deux,
les queux parolx sans plus
dire sont joint estate a eux
pur terme de leur vies.
Car si home voit leffer ter-
re a un autre per fait ou
sans fait, nient feasant
mention quel estate il ave-
roit, & de ceo fait liver-
rie de seisin, en ceo casa
le leffee ad estate pur terme
de sa vie, & issint entant
que les terres fueront do-
nes a eux, ils ont joint
estate pur terme de leur
vies: & la cause pur que
ils averont several inheri-
tances est ceo, entant que
ils ne poient autre per nul
possibility un heirs enter
eux engender: sicome home
& feme poient aver, &c.
donque la ley voet que
leur estate & leur enheri-
tance soit tiel come raison
voet, selonque la forme
& effect des parolx del
done, & ceo est a lei heirs
que l'un engendra de son

and die, then the issue
of the one shall have the
one moiety, and the issue
of the other shall have the
other moiety of the Land,
and they shall hold the
Land between them in
Common, and they are not
Joyntnants but are ten-
nants in Common. And
the cause why such Donees
in such case have a joynt
estate for term of their
lives, is, for that at the
beginning the lands were
given to them two, which
words without more saying
make a joynt estate to
them for term of their
lives. For if a man will let
land to another by Deed
or without Deed, not ma-
king mention what estate
he shall have, and of this
make livery of seisin, in
this case the Lessee hath
an estate for term of his
life, and so in as much as
the lands were given to
them, they have a joint
estate for term of their
lives, and the reason why
they shall have several in-
heritances is this, in as-
much as they cannot by
any possibility have an heir
between them engendered,
as a man and woman may
have, &c. the Law will
that their estate and inhe-
ritance be such as is rea-
sonable, according to the

corps per aucun de ses femmes, & a les heires que l'auter engendra de son corps per aucun de ses femmes, &c. Issint il convient per necessite de reason que ils averont severalx enheritances. Et en riel cas filissue d'un des donees apres la mort des donees devie, issint que il nad aucun issue en vie de son corps engendre, donque le donor ou son heyre poit enter en la moiety come en son reversion, &c. comant que l'auter des donees ad issue en vie, &c. Et la cause est, que entant que les enheritances sont several, &c. le reversion de eux en ley est several, &c. et le survivor del issue del auter ne tiendra pas lieu d'aver l'entier.

Et sicome est dit de males, en mesme le maner est l'ou terre est done a deux females, & a les heires de leur deux corps engendres.

Item si terres soyent doves a & a les heires de lun de eux, ceo est bone Joynture, & lun ad Franktenement, & l'auter ad Fee simple: Et si celui que ad le Fee doves,

form and effect of the words of the gift, and this is to the heirs which the one shall beget of his body by any of his Wives, and to the heirs which the other shall beget of his body by any of his Wives, &c. So as it behoveth by necessity of reason that they have several inheritances. And in this case if the issue of one of the donees after the death of the donees dy, so that he hath no issue alive of his body begotten, then the donor or his heir may enter into the moiety as in his reversion, &c. although the other donee hath issue a live, &c. and the reason is, forasmuch as the inheritances be several, &c. the reversion of them in law is several, &c. and the survivor of the issue of the other shall hold no place to have the whole.

And as it is said of Males, in the same manner it is where land is given to two females, and to the heirs of their two bodies engendred.

Also if lands be given to two and to the heirs of one of them, this is a good Joynture, and the one hath a Frechold, and the other a Fee simple: And if he which hath the Fee dieth,

celuy

*celuy que ad le Frankte-
nement auera l'entier-
te per le survivor pur terme
de sa vie. En mesme le
maner est, lou Tenement
sont doyes a deux & les
heires del corps dun de eux
engenderis, lun ad Frank-
tenement, & l'auter ad
Fee taile, &c.*

*Item si deux joynte-
nants sont seises d'estate
en Fee simple, & lun
grant un rent charge per
son fait a un autre hors
de ceo, que a luy assiert,
en cest case durant la vie
le Grantor; le Rent
charge est effectual: Mes
apres son decesse le grant
de la rent charge est void,
quant a charger la terre,
car celuy que ad la terre
per le survivor tiendra
tout la terre discharge.
Et la cause est, pur ceo
que celuy que survivesquist
clayma et ad la terre per
le survivor, et nemy ad,
ne poet de ceo claymer
rien per descent de son
compaignon, &c. Mes
auterment est de Parce-
ners, car si soient deux
Parceners des Tenements
en Fee simple, et devant
aucun partition fait, lun
charge ceo que a luy as-
siert per son fait, dun
Rent charge, &c. et puis
mourust sans issue, per que
ceo que a luy assiert dis-*

he which hath the Free-
hold shall have the entieri-
ty by survivor for term of
his li e. In the same man-
ner it is, where tenements
be given to the heirs of the
body of one of them en-
gendred, the one hath a
Freehold, and the other a
Fee tail, &c.

Also if two Joyntenants
be seised of an estate in
Fee simple, and the one
grants a Rent-charge by
his Deed to another out
of that which belongeth
to him: In this case du-
ring the life of the Gran-
tor, the Rent charge is ef-
fectual, but after his de-
cease the grant of the Rent
charge is void, as to charge
the land, for he which hath
the land by survivor, shall
hold the whole land dis-
charged. And the cause
is, for that he which sur-
viveth claimeth and hath
the land by the survivor,
and hath not nor can
claim any thing by des-
cent from his companion,
&c. But otherwise it is
of Parceners; for if there
be two Parceners of Te-
nements in Fee simple, and
before any partition made
the one chargeth that
which to her belongeth
by her Deed, with a Rent
charge, &c. and after dieth
without issue, by which

caud a l'auter Parcener, en cest case l'auter Parcener tiendra la Terre charge, &c. pur ceo que il vient a cel moietie per descent come heir, &c.

Item si sont deux Joyntenants des terres en Fee simple deins un Burgh, l'un les terres et tenements sont devisables per testament, & si l'un de les dits deux joyntenants devise ceo que a luy appartient per son testament, &c. et morust, ceo devise est void. Et la cause est pur ceo que nul devise pais prendre effect, mes apres la mort le devisor, & per sa mort toute la terre maintenant revient per la ley a son companion, que survesquist per le survivor, le quel il ne clame, ne ad rien en la terre per voy le devisor, mes en son droit demesne per le survivor, selonque le course de ley, &c. et pur cel cause nul devise est void. Mes autrement est de Parceners seises des tenements devisables en quel case de devise, &c. Causa qua supra.

Item il en communement dit, que chescun Joyntenant est seise de la

that which belongeth to her descends to the other Parcener, in this case the other Parcener shall hold the land charged, &c. because she came to this moiety by descent, as heir, &c.

Also if there be two Joyntenants of Land in Fee simple within a Borough, where Lands and Tenements are devisable by Testament, and if the one of the said two Joyntenants deviseth that which to him belongeth by his Testament, &c. and dyeth, this devise is void. And the cause is for that no devise can take effect till after the death of the Devisor: and by his death all the land presently cometh by the Law to his companion, which surviveth by the Survivor, the which he doth not claim, nor hath any thing in the Land by the Devisor, but in his own right by the Survivor according to the course of the Law, &c. and for this cause such devise is void. But otherwise it is of Parceners seised of Tenements devisable in like case of devise, &c. *Causa qua supra.*

Also it is commonly said, that every Joyntenant is seised of the land

terre

terre que il tien: Joyntment, per my et per tout, et ceo est autai a dire, que il est seise per chescun pa cel, et per tout &c. et ceo est vray, car en chescun parcel et per chescun pa cel, et per tous les terres et tenements il est Joyntment seise o es- que son companion.

Item si deux Joyntenants sont seises de certain terres en fee simple, et l'un les a ceo que a luy affiert a un estranger pur terme de 40. ans, et de vie devant le term commencement, ou deins le terme, en cest case apres son de- cease le Lessee poet enter et occuper la moiety a luy lessee durant le terme, &c. coment que le lessee n'avoit unques possession de ceo en la vie le Lessor, per force de mesme le lease, &c. Et le diversite perenter le case de grant de Rent charge avantdit, et cest case est ceo, car en grant de Rent charge per joyntenants, &c. les Tenements demurgent tous foirs come ils fueront adevant, sans ceo que ascun ad ascun droit daver ascun parell de les tenements forsque aux mesmes, et les Tenements sont en viel pleye, come ils fueront devant la charge, &c. Mes en Lease

which he holdeth joyntly Per my et per tout, and this is as much to say as he is seised by every parcel and by the whole, &c. and this is true, for in every parcel, and by every parcel, and by all the lands and tenements he is joyntly seised with his companion.

Also if two Joyntenants be seised of certain lands in Fee simple, and the one letteth that to her belongeth to a stranger for term of forty years, and dieth before the term beginneth, or within the term, in this case after his decease the Lessee may enter and occupy the moiety let unto him during the term, &c. although the lessee had never the possession thereof in the life of the Lessor, by force of the same lease, &c. And the diversity between the case of a grant of a Rent charge afore said, and this case, is this, for in the grant of a Rent charge by a Joyntenant, &c. the tenements remain always as they were before, without this that any hath any right to have any parcel of the tenements. But they themselves, and the Tenements are in the same plight as they were before the charge, &c. But where

est fait par un Joyntenant a un autre per terme des ans, &c. maintenant per force de le Lease le lessor ad droit en mesme la terre, cestascavoir de tout ceo que a son lessor affiert, et daver ceo per force de mesme le Lease durant son term. Et ceo est la diversitee.

Item Joyntenants (sils voient) poi nt faire partition enter eux et la partition est affets bon, mes de ceo faire ils ne seront compels per la ley. Mes sils voient faire partition de leur proper volunt & agreement, le partition estoiera en sa force.

Item si un joynt estate soit fait de terre a un baron et a sa feme. Et a un tierce person, en ceo cas le baron & sa feme nont en ley en leur droit fors q; le moiety, &c. Et le tierce person avera tant coma le baron et sa feme ont, scels l'auter moiety, &c. Et la cause est, pur ceo que le baron & sa feme ne sont forsque un person en ley, et sont en semblable case, sicome estate soit fait a deux joyntenants, ou lun ad per force de joyniture l'un moiety en ley, & l'auter l'auter moiety, &c. En

a Lease is made by a Joyntenant to another for term of years, &c. presently by force of the Lease, the Lessor hath right in the same Land, (videlicet) of all that which to the Lessor belongeth, and to have this by force of the same Lease, during his term. And this is the diversity.

Also Joyntenants (if they will) may make partition between them, and the partition is good enough, but they shall not be compelled to do this by the Law, but if they will make partition of their own will and agreement, this partition shall stand in force.

Also if a joynt estate be made of land to husband and wife, and to a third person, in this case the husband and wife have in law in their right but the moiety, and the third person shall have asmuch as the husband and wife, viz. the other moiety, &c. And the cause is, for that the husband and wife are but one person in law and are in like case as if an estate be made to two joyntenants, where the one hath by force of the joyniture the one moiety in law, and the other the other moiety, &c. In the same man-

mesme.

*mesme le manner est lou-
estate est fait a le baron et
a sa feme, & as auters
deux homes, en tiel cas le
baron & sa feme nont
forsque la tierce part, et
lest auters deux homes les
auters deux parts, &c.
Causa qua supra.*

*Plus serradiz del mat-
ter touchant joyntenancy,
en le chapitre de Tenants
en Common, et tenant per
Elegit, et tenant per sta-
tute Merchants.*

ner it is where an estate is
made to the husband and
wife, and to two other
men, in this case the hus-
band and wife have but the
third part, and the other
two men the other two
parts, &c. *Causa qua su-
pra.*

More shall be said of the
matter touching joynte-
nancy in the chapter of Te-
nants in Common and Te-
nant per Elegit, and Te-
nant by Statute Merchant.

CHAP. IV.

Of Tenants in Common.

TENANTS en Common
sont ceux, que ont
terres ou tenements
en Fee simple, Fee tail, ou
pur terme de vie, &c. les
queux ont tielx terres ou
Tenements per several ti-
tles, et nemy per joynt ti-
tle, et nul eux scavoit de
ceo son several, mes ils
doient per la Ley occupier
tielx terres ou Tenements
en Common & pro indivi-
sio a prender les profits
en Common. Et par ceo
que ils aviendront a tielx
terres ou Tenements per

TENANTS in Common
are they which have
Lands or Tenements
in Fee-simple, Fee tail, or
for term of life, &c. and
they have such Lands and
Tenements by several ti-
tles, and not by a joynt
title, and none of them
know of this his several,
but they ought by the Law
to occupy these Lands or
Tenements in Common,
and pro indiviso, to take
the profits in Common.
And because they come to
such Lands or Tenements
sever-

several titles & nemy per un joynt title, et leur occupation et possession sera par la ley poienter eux en Common, ils sont appels Tenants en Common. Si come un home enfee, a deux Joyntenants en Fee, et lun de eux alien ceo que a luy affiert a un autre en Fee, ore le Alienee et l'auter Joyntenant sont Tenants en Common, par ceo que ils sont eins en tiels Tenements per several titles, car l'alienee vient eins en la moietie per la feoffment dun des Joyntenants, et l'auter Joyntenant ad l'auter moietie, per force de le primer Feoffment fait a luy, et a son compaignon, &c. Et isint ils sont eins per several titles, cestascavoir, per several Feoffements, &c.

Et est ascavoir, que quant il est dit en aucun Lieur, que home est seise en fee sauns plus dire, il sera entendue en Fee simple, car il ne sera entendue per tiel paroll (en fee) que home est seise en fee taile, sinon que soit mu a ceo tiel addision, fee taile, &c.

Item si 3. Joyntenants sont, & un de eux alien ceo que a luy affiert a un autre home en fee, en cest

by several Titles, and not by one joynt title, and their occupation and possession sha'l be by Law between them in Common, they are called Tenants in Common As if a man infeeoffe two Joyntenants in Fee, and the one of them alien that which to him belongeth, to another in Fee, now the Alienee and other Joyntenant are Tenants in Common, because they are in in such Tenemets by several titles, for the Alienee cometh to the moiety by the Feoffment of one of the Joyntenants, and the other Joyntenant hath the other moiety by force of the first Feoffment made to him and to his Companion, &c. And so they are in by several Titles, that is to say, by several Feoffments, &c.

And it is to be understood, that when it is said in any Book, that a man is seised in fee, without more saying, it shall be intended in fee simple, for it shall not be intended by this word (in fee) that a man is seised in fee taile, unless there be added to it this addision fee taile, &c.

Also if three Joyntenants be, and one of them alien that which to him belongeth to another man in fee.

cas l'alienee est tenant en commun ouesque les autres deux oyntenants, mes uncore les autres 2. joyntenants sont seises des deux parts joyntment que remaine, et de ceux deux parts le survivor enter eux deux tient lieu, &c.

Item si soient deux Joyntenants en fee, et lun dona ceo que a luy affiert a un autre en le tayle, & l'auter donee ceo que a luy affiert a un autre en le tayle, les donees soient Tenants en Common, &c.

Mes si terres sont donnees a 2. homes & les heirs de leur deux corps engendres: les donees ont joint estate pur terme de leur vies, & si chescun de eux ad issue et devy, leur issues tiendront en commun, &c. Mes si terres sont donees, a deux Abbes, sicome al Abbe de Westminster, et al Abbe de S. Albons, a aver & tenir a eux & a leur Successors, en cest cas ils ont maintenant al commencement estate en commun, et nemy joynt estate. Et la cause est, pur ceo que chescun Abbe, on autre Souveraigne de maison de Religion, devant que il fuit fait Abbe, ou Souveraigne, &c. il fait for-

In this case the alienee is Tenant in Common with the other two Joyntenants, but yet the other two Joyntenants are seised of the two parts which remain joyntly, and of these two parts the Survivor between them two holdeth place, &c.

Also if there be two Joyntenants in fee, and the one giveth that to him belongeth to another in tail, and the other giveth that to him belongs to another in tail, the Donees are Tenants in Common, &c.

But if lands be given to two men, and to the heirs of their two bodies begotten, the Donees have a joynt Estate for Term of their lives, and if each of them hath issue and die, their issues shall hold in Common, &c. But if lands be given to two Abbots, as to the Abbot of Westminster, and to the Abbot of Saint Albons, to have and to hold to them and to their Successors. In this case they have presently at the beginning an estate in Common, and not a joynt estate. And the reason is for that every Abbot or other Souveraigne of a house of Religion, before that he was made Abbot

que

que come mort person en ley, & quant il est fait Abbe, il est come un home person able en ley tant seulement a purchaser & aver terres ou tenements, ou autres choses al use de sa meason, & nemy a son proper use, come autre secular home poit, & pur ceo al commencement de leur purchase ils sont tenants en common, & si lun de eux devie, Labbe que survesquist naovera my tout per la survivour, mes le successeur de Labbe que morust tiendra le moiety en common ove Labbe que survesquist, &c.

Item si terres soient dones a un Abbe, et a un Secular home, A aver & tenant e eux, seil. al Abbe, et a ses successeurs, et al Secular home a luy et a ses heires, donques ils ont estate en common, Causa qua supra.

Item si terres soient dones a deux a aver & tener, seil. lun moiety a lun et a ses heires, et lautre moiety a lautre et a ses heires, ils sont tenants en common.

Item si home seisi de certain terre enfeoffa un autre de la moiety de mesme

or Sovereign, &c. was as a dead person in Law, and when he is made Abbot, he is as a man personable in Law only to purchase and have lands or Tenements or other things to the use of his house, and not to his own proper use, as another secular man may, and therefore at the beginning of their purchase they are Tenants in Common, and if one of them die, the Abbot which surviveth shall not have the whole by survivor, but the Successor of the Abbot which is dead, shall hold the moiety in common with the Abbot that surviveth, &c.

Also if lands be given to an Abbot and a Secular man, to have and to hold to them, viz. to the Abbot and his Successors, and to the Secular man, to him and to his heirs, They have an estate in common, *Causa qua supra.*

Also if lands be given to two to have and to hold, seil. the one moiety to the one and to his heirs, and the other moiety to the other, and to his heirs, they are Tenants in Common.

Also if a man seised of certain lands infeoffe another of the moiety of the

*la terre sans aucun par-
lance de assignement ou li-
mitation de mesme le moi-
ety en severalty al temps
del feoffment, donques le
feoffee et le feoffor tien-
droit leur parts de la ter-
re en common.*

*Et est ascavoir, que en
mesme le maner come est
avantdit de Tenants en
Common, de terres ou te-
nements en fee simple, ou
en fee taile, en mesme le
maner poit estre de te-
nants a terme de vie. Si-
come deux joyntenants
sont en fee, et lun lessa a
un home ceo que a luy af-
fiert pur terme de vie, &
l'auter joyntenant lessa ceo
que a luy affiert a un au-
ter pur terme de vie, &c.
les deux lesses sont te-
nants en common pur leur
vies, &c.*

*Item si home lessa terres
a deux homes pur terme
de leur vies, et lun gran-
ta tout son estate de ceo
que a luy affiert a un au-
ter, donques l'auter tenant
a terme de vie, et celuy a
que le graunt est fait sont
Tenants en Common, du-
rant le temps que ambi-
deux les lesses sont en
vie.*

*Et memorandum, que
en tous autres tiels cases,
cement que ne sont icy ex-*

same laud without any
speech of assignement or
limitation of the same
moiety in severalty at the
time of the feoffment, then
the Feoffee and the Feof-
for shall hold their parts
of the Land in Common.

And it is to be under-
stood that in the same man-
ner as is aforesaid of
Tenants in Common of
lands or tenements in fee
simple, or in fee tail, in
the same manner may it be
of Tenants for term of life.
As if two Joyntenants be
in fee, and the other let-
teth to one man that which
to him belongeth for term
of life, and the other Joynt-
tenant letteth that which
to him belongeth to ano-
ther for term of life, &c.
the said two Lessees are
Tenants in Common for
their lives, &c.

Also if a man let lands
to two men for term of
their lives, and the one
grants all his estate of that
which belongeth to him to
another, then the other Te-
nant for term of life, and
he to whom the grant is
made are Tenants in Com-
mon during the time that
both the Lessees be a-
live.

And memorandum, that
in all other such like cases
although it be not here ex-
pressment

preſſement moves ou ſpeci-
fies, ſi ſont en ſemblable
reaſon, ſont en ſemblable
Ley.

Item ſi deux Joynte-
nants en Fee ſont, & lun
Leſſa ceoque a luy aſſiert
a un autre pur term: de
ſa vie, le Tenant a terme
de vie durant ſa vie, et
l'auter Joyntenant que
ne leſſa paſſe, ſont Tenants
en Common. Et ſur ces
caſe un queſtion puit ſur-
der ſicome en tial caſe mit-
tomus que le leſſor ad iſſue
et devie, vivant l'auter
Joyntenant ſon companion,
& vivant le tenant a
terme de vie, le queſtion
poet aſtre tial: Si le re-
verſion de la moiety que
le leſſor avoit diſcendra al
iſſue le leſſor, ou que l'auter
Joyntenant avera cel
reverſion per le ſurvivor.
Aſcuns ont dit en ceſt
caſe, que l'auter Joynte-
nant avera cel reverſion
per le ſurvivor, & leur
reaſon eſt tial, ſcil. que
quant les Joyntenants ſe-
eront Joyntenant ſeiſies
on fee ſimple, &c. co-
ment que lun de eux fiſt
eſtate de ceo que a luy aſ-
ſiert pur terme de ſa vie,
et coment que il ad ſever
le frankenement de ceo
que a luy aſſiert per le
leaſe, uncore il nad ſever
le fee ſimple, mes le fee

preſſly moved or ſpeci-
fied, if they be in like rea-
ſon, they are in the like
Law.

Alſo if there be two
Joyntenants in Fee, and
the one letteth that to him
belongeth to another for
term of his life, the Tenant
for term of life during his
life, and the other joynt-
tenant which did not let,
are Tenants in Common.
And upon this caſe a
Queſtion may ariſe, as in
ſuch caſe admit that the
Leſſor hath iſſue and dye,
living the other Joynte-
nant his Companion, and li-
ving the Tenant for life,
the Queſtion may be this,
Whether the reverſion of
the moiety which the Leſ-
ſor hath ſhall deſcend to
the iſſue of the Leſſor,
or that the other Joynte-
nant ſhall have this rever-
ſion by the Survivor. Some
have ſaid in this caſe, that
the other Joyntenant ſhall
have this reverſion by the
Survivor, and their reaſon
is this, ſcil. That when
the Joyntenants were
joyntly ſeiſed in fee ſimple,
&c. although that the one
of them make an eſtate of
that to him belongeth for
term of his life, and al-
though that he hath ſever-
red the freehold of this
which to him belongs by
ſimple

simple demurt a eux joyntement como il fuyt adenant. Et issint semble a eux, que l'auter Joyntenant que survesquist, a vera le reversion per le Survivour, &c. Et autres ont dit le contrary, et ceo est leur reason, scil. que quant lun des Joyntenaunts lessa ceo que a luy affiert a un autre pur terme de sa vie, per tiel Lease le Franktenement est sever de le joynture. Et per mesme le reason le Reversion que est dependant sur mesme le Franktenement, est sever de le Joynture. Auxy si le Lessour nst reserve a luy un annual Rent sur le Lease, le Lessor seulement auroit le Rent, &c. le quel est un proefe, que le reversion est seulement en luy, & que l'auter nadiens en cel reversion, &c. Auxy si le Tenant a terme de vie suit impleade, &c. et fist default apres default, donques le Lessor serroit de ceo seulement recevoir a defender son droit, et son Compaignon en cest case en nul manner serroit recevoir, le quel prove le reversion del moietie estre tant seulement en le Lessor: Et sic per consequens, si le Lessour morust vivant le Lessee pur terme de vie,

the lease, yet he hath not severed the fee simple, but the fee simple remains to them joyntly as it was before. And so it seemeth to them, that the other Joyntenant which surviveth shall have the reversion by the survivor, &c. And others have said the contrary, and this is their reason, scil. that when one of the Joyntenants leaseth that to him belongeth, to another for term of his life, by such Lease the freehold is severed from the joynture. And by the same reason the reversion which is depending upon the same freehold is severed from the Joynture. Also if the lessor had reserved to him an annual Rent upon the lease, the lessor only should have had the Rent, &c. the which is a proof, the reversion is only in him, and that the other hath nothing in the reversion, &c. Also if the Tenant for term of life were impleaded, and maketh default after default, the lessor shall be only received for this, to defend his right, and his Companion in this case in no manner shall be received, the which proveth the reversion of the moiety to be only in the Lessor: and so

*Et reversion descendra al
heire de Lessor, Et nemy
deviendra a l'auter Joynt-
tenant per le survivor,
Ideo quare. Mes en
cest case si c'eluy Joynt-
tenant que ad le frank-
tenement ad issue Et de-
vie, vivant le lessor Et
lessee, donques il semble,
que nisme issue avera
cest moietie en demesne,
et en fee per descant, pur
ceo que un Franktene-
ment ne poet per nature de
Joynure estre amorce a
un reversion, &c. Et il
est certain, que c'eluy que
lessa fait seise de le moie-
tie en son demesne come de
fee, et nul avera ascun
joynure en son Franktene-
ment, Ergo ceo descen-
dra a son issue, &c. Sed
quare.*

*Mes fissent s'oit que la
ley en cest cas ostiel, que
si Lessor devy vivant le
lessee, et vivant l'auter
Joyntenant, que ad le
Franktenement de l'auter
moietie, que le reversion
descendra al issue del Lessor,
donque est le Joyn-
ture, et vide que ascun de
eux poet aver per le survi-
vor, et de droit de le
Joynure ancien, Et tous
ensemblement defeat la tous
jours. Mes nisme le ma-*

by consequent if the Les-
sor dieth, living the Les-
see for terme of life, the
reversion shall descend to
the heire of the Lessor,
and shall not come to the
other Joyntenant by the
Survivor, *Ideo quare.* But
in this case if that Joynte-
nant which hath the Free-
hold, hath issue, and dies
living the Lessor and the
Lessee, then it seemeth
that the same Issue shall
have this moietie in De-
mesne, and in fee descent,
for that a Freehold cannot
by nature of Joynure be
annexed to a Reversion,
&c. And it is certain,
That he which leased was
seised of the moietie in his
Demesne as of Fee, and
none shall have any Joyn-
ture in his Freehold, there-
fore this shall descend to
his Issue, &c. *Sed quare.*

But if it be so that the
Law in this case be such,
that if the Lessor die, live-
ing the Lessee, and living
the other Joyntenant which
hath the freehold of the
other moiety, that the Re-
version shall descend to the
Issue of the Lessor, then
is the Joynure and title
which any of them may
have by the Survivor, and
the right of the Joyn-
ture taken away, and al-
together defeated for ever.

mer est, si celuy Joyntenant que ad le Franktenement deuy, vivant le Lessor, et le Lessee, si la ley soit tuel que son franktenement et fee que il ad en le moiety, descendra a son issue, donques le joynture sera defeat a tous iours.

Item si trois Joyntenants sont, et l'un releasa per son fait a un de ces companions tout le droit que il avoit en le terre, donques ad celuy a que le release est fait le tierce part de les terres per force de la dit releas, et il et son companion, teignere les autres deux parts en Joynture. Et quant al tierce part, que il ad per force de releas, il tient cel tierce part ovaluy mesme et son companion en common.

Et est ascauoir, que ascun fois un release prendra effect, et rera par mitter lestate de celuy que fist le release, a celuy a que release est fait, sicome en le cas avantdit, et auxy sicome joynt estate soit fait a le baron & sa femme, & a la tierce person & la tierce person releasa tout son droit que il ad a le baron atonque ad le baron la moietie que le tierce avoit, et la feme de

In the same manner it is, if that Joyntenant which hath the freehold dye, leaving the lessor and the lessee, if the Law be so as his freehold and fee which he hath in the moiety, shall descend to his issue, then the Joynture shall be defeated for ever.

And if three Joyntenants be, and the one release by his deed to one of his companions all the right which he hath in the Land, then hath he to whom the release is made the third part of the Lands by force of the said release, and he and his companion shall hold the other 2. parts in Joynture. And as to the third part which he hath by force of the release, he holdeth that third part with himself and his companion in common.

And it is to be observed that sometimes a deed of release shall take effect and enure to put the estate of him which makes the release to him to whom the release is made, as in the case aforesaid, and also as if a joynt estate he made to the husband and wife, and to a third person, and the third person release all his right which he hath to the husband, then hath the husband the moiety which

ceo nad rions. Et si en tiel case le tierce releffa a la feme nient nosmant le baron en le releas, donques ad la feme la moietie que le tierce avoit, &c. et le baron nad riens de ceo forsque en droit sa feme, pur ceo que en tiel case le releafe urera de fair estare a celuy a que le releafe est fait, de tout ceo que affert a celuy que fait le release, &c.

Et en ascun cas un releas urera de mitter tout le droit que il que fait le releafe ad a celuy a que le releafe est fait : Sicome home seisie de certeine tenements est disseisie per deux disseisors, si le disseisee per son fait releffa tout son droit, &c. a un des disseisors, donque celuy a que releas est fait avera et tiendra tous les tenements a luy solement, et oustera son companion de chescun occupation de ceo. Et le cause est, pur ceo que les deux disseisors fueront ens encontre la ley, et quant un de eux happe le releas de celuy que ad droit dentre, &c. cest droit en tiel cas vestera en celuy a que le releas est fait, et est en tiel plye,

the third had, and the wife hath nothing of this. And if in such case the third Release to the wife not naming the husband in the release, then hath the wife the moiety which the third had, &c. And the husband had nothing of this but in right of his Wife, because that in this case the release shall enure to make an estare to whom the release is made of all that which belongeth to him which maketh the release, &c.

And in some case a release shall enure to put all the right which he who maketh the release hath, to him to whom the release is made. As if a man seised of certain Tenements is disseised by two disseisors, it the Disseisee by his deed release all his right, &c. to one of the disseisors, then he to whom the release is made shall have and hold all the tenements to him alone and shall oust his companion of every occupation of this. And the reason is, for that the two Disseisors were in against the Law, and when one of them happeth the release of him which hath right of entry, &c. this right in such case shall vest in him to whom the release is

fi-

sicome il qui avoit droit avoit enter, & luy infeofsa, &c. Et la cause est, par ceo que il que avoit adevant estate per tort, sc. per disseissa, &c. ad ore per le releas un estate droituel.

Et en aucun cas un releas urera per voy dextinguishment, & en tel caso tel releas aydera la joyntenants a que le releas ne fuit fait, auxibien come luy a que le releas ne fuit fait. Sicome un home soit disseise, & le disseisor fait feoffment a deux homes en fee, si le disseisee releasa per son fait a un de les feoffees, donques c'il releas urera a ambideux les feoffees par ceo que les feoffees ont estate per le ley, scil. per feoffment, et nemy per tort fait a nul luy, &c.

En mesme le maner est, si le disseisor fait un lease a un home par terme de sa vie, le remainder ouster a un autre en fee, si le disseisee releasa a le tenant a terme de vie tout son droit, &c. tel releas urera auxibien a celui en le remainder come a le tenant a terme de vie. Et la cause est, par ceo que le tenant a terme de vie vivent a son estate per cours

made, and he is in like plite, as he which hath the right had entered and infeoffed him, &c. And the reason is, for that he which before had an estate by wrong, scil. by disseisin, &c. hath now by the release a rightful estate.

And in some case a release shall enure by way of extinguishment, and in such case such release shall aid the Joyntenant to whom the release was not made, as well as him to whom the release was made. As if a man be disseised, and the Disseisor makes a feoffment to two men in fee, if the disseisee release by his deed to one of the feoffees, this release shall enure to both the feoffees, for that the feoffees have an estate by the Law, scil. by feoffment, and not by wrong done to any, &c.

In the same manner it is, if the Disseisor maketh a release to a man for term of his life, the remainder over to another in fee, if the disseisee release to the Tenant for term of life all his right, &c. this release shall enure as well to him in the remainder, as to the tenant for term of life. And the reason is, for that the Tenant for life cometh to his estate by course of law.

de ley, et par ceo cel release urera et prent effect par voy dextinguishment de droit de celuy que releffa, &c. Et per cel release le tenant a terme de vie, nad plus ample ne greindre estate, que il avoit devant le release fait a luy, et le droit celuy que releffa est tout ousterment extinct. Et entant que cest release ne poit enlarget la state de le Tenant a terme de vie, il est reason que cel release urera a celuy en le remainder, &c.

Plus serra dit de Releases en le Chapter de Releases.

Item si soient deux Parceners, et lun alien ceo que a luy affiert a un autre, donques l'auter parcener et l'alienee sont Tenants en Common.

Item note que Tenants en common point estre per title de Prescription, si come lun et ses Auncestors, ou ceux que estate il ad en moiety ont tenus en common mesme le moiety, ou l'auter tenant que ad l'auter moiety et ou ses Auncestors ou ou ceux que estate il ad Pro indiviso, de temps dont memory us curi, &c. Et divers autres manners peuvent faire et causer hommes estre Tenants en

and therefore this release shall enure and take effect by way of extinguishment of him which releaseth, &c. And by this release the tenant for life hath no ampler nor greater estate then he had before the release made him, and the right of him which releaseth is altogether extinct. And inasmuch as this release cannot enlarge the estate of the tenant for life, it is reason that this release shall enure to him in the remainder, &c.

More shall be said of Releases in the Chapter of Releases.

Also if two Parceners be, and the one alieneth that to her belongeth, to another, then the other Parcener and the Alienec are Tenants in Common.

Also note that Tenants in Common may be by title of Prescription, as if the one and his Auncestors, or they whose estate he hath in one moiety, have holden in common the same moiety with the other tenant which hath the other moiety, and with his Auncestors, or with those whose estate he hath undivided, time out of mind of man. And divers other manners may make and cause men to be Tenants in Com-

Common

Of Tenants in Common. 175.

Common, que ne sont icy expresses, &c.

Item en ascun cas Tenants en Common doyent aver de leur possession several Actions, et en ascun cas ils joyndront en un Action. Car si sont deux Tenants en Common, & ils sont disseises, ils doyent aver deux Assises, et nemy un Assise, car chescun de eux covient aver un Assise de son moiety, &c. Et la cause est, pur ceo que Tenants en Common fueront seises, &c. per several titles. Mes autrement est de Joyntenants, car si soyent vint Joyntenants, et ils sont disseises, ils averont en tous leur nosmes forsque un Assise, pur ceo que ils nont forsque un joynt title.

Item si siont trois Joyntenants, et un release a un de ses companions tout le droit que il ad, &c. et puis les autres deux sont disseises de l'entier, &c. en cest case les deux autres averont several Assises, &c. en cest forme, seil. As averont en leur ambedex nosmes, un Assise de les deux parts, &c. pur ceo que les deux parts ils teignent joyntment al temps de le disseisin. Et

mon, which are not here exprest, &c.

Also in some case Tenants in Common ought to have of their possession several Actions, and in some cases they shall joyn in one Action. For if two Tenants in Common be, and they be disseised, they must have two Assises, and not one Assise; for each of them ought to have one Assise of his moiety, &c. and the reason is, for that the Tenants in Common were seised, &c. by several titles. But otherwise it is of Joyntenants; for if twenty Joyntenants be, and they be disseised, they shall have in all their names but one Assise, because they have not but one joynt title.

Also if three Joyntenants be, and one release to one of his fellows all the right which he hath, &c. and after the other two be disseised of the whole, &c. In this case the two others shall have several Assises, &c. in this manner, seil. They shall have in both their names an Assise of the two parts, &c. because the two parts they held joyntly at the time of the disseisin. And as to the third part, he to whom the re-

quant

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quant a la tierce part, ce-
luy a que le release fuit
fait, couient aver de ceo
un Affise en son noſme de-
meſne, pur ceo que il
(quaunt a meſme le tierce
part) eſt de ceo Tenant en
Common, &c. pur ceo
que il vient a cel tierce
part per force del Release,
et nemy tantſolement per
force del Joynture.

Item quant a ſuer des
Aſſions que touchant le
realte, y ſont diverſities
per enter parceners que ſont
eins per divers diſcents, et
Tenants en Common. Car
ſi homo ſeiſed de certaine
terre en fee ad iſſue deux
files et moruſt, et les files
entront, &c. et cheſcun
de eux ad iſſue un ſiſs, et
devieront ſauns partition
fait enter eux, pur que
lun moiety diſcendit a le
ſiſs dun Parcener, & le
auter moiety diſcendit al
ſiſs dauter parcener, et
ils entront et occupiſent en
common et ſont diſſeiſies,
en ceſt caſe ils averont en
leur deux noſmes un Af-
fiſe et nemy deux Affiſes.
Et la cauſe eſt, que coment
que ils veignent eins per
divers diſcents, &c. un-
cours ils ſont Parceners et
brief de Partitione faci-
enda giſt enter eux. Et
ils ne ſont Parceners eyant
regarda en reſpect tant

leaſe was made, ought to
have of that an Affiſe in his
own name, for that he (as
to the ſame third part) is
thereof Tenant in Com-
mon, &c. becauſe he co-
meth to his third part by
force of the Release, and
not only by force of the
Joynture.

Alſo to the ſuing of
Aſſions which touch the
realty, there be diverſities
between Parceners which
are in by divers deſcents,
and Tenants in Common:
For if a man ſeiſed of cer-
tain land in Fee, hath iſſue
two Daughters and dieh,
and the Daughters enter,
&c. and each of them hath
iſſue a Son, and die with-
out partition made be-
tween them, by which the
one moiety deſcends to the
Son of the one Parcener,
and the other moiety de-
ſcends to the Son of the
other Parcener, and they
enter and occupie in com-
mon and be diſſeiſed, in
this caſe they ſhall have in
their two names one Affiſe,
and not two Affiſes. And
the cauſe is, for that al-
beit they come in by divers
deſcents, &c. yet they are
Parceners, and a Writ of
Partition lieth between
them. And they are not
ſolement

solement a le seisin et possession de leur meres, mes ils sont Parceners pluss eyant respect a lestate que descendist de leur ayeul a leur meres, car ils ne poyent estre Parceners si leur meres ne fueront Parceners a devant, &c. Et issint a tel respect et consideration scil. quant a le primer discent que fuit a leur meres ils ont un title en parcenaris, le quel fait eux Parceners. Et auxy ils ne sont forsque come un heire a leur common Ancestors, scil. a leur ayeul de que la terre descendist a leur meres. Et pur ceux causes, devant partition enter eux, &c. ils averont un Assise, coment que ils veignent eins per severalx descents.

Item si sont deux Tenants en Common de certain Terre en fee, et ils donerent cel terre a un home en le tail, ou leserent a un home pur terme de vie, rendant a eux annuelment un certeine rent, et un liver de Pepper, et un esperuer ou un chival, et ils sont seises de cest service, et puis tout le rent est aderere, et ils distreigneront pur ceo, et le Tenant a eux fait rescous.

Parceners, having regard or respect only to the Seisin and possession of their mothers, but they are Parceners rather, having respect to the estate which descended from their Grandfather to their mothers, for they cannot be Parceners if their mothers were not Parceners before; &c. And so in this respect and consideration, scil. as to the first descent, which was to their mothers, they have a title in Parcenary, the which makes them Parceners. And also they are but as one heir to their common Ancestors, scil. to their grandfather, from whom the land descended to their mothers. And for these causes, before partition between them, &c. they shall have an Assise, although they come in by several descents.

Also if there be two Tenants in Common of certain Land in Fee, and they give this Land to a man in Tail, or let it to one for term of life, rendring to them yearly a certain rent, and a pound of Pepper, and a Hawke, or a horse, and they be seised of his service, and afterwards the whole Rent is behind, and they distrain for this, and the Tenant maketh Rescous. In this case, as to

En

En cest cas quant a le rent et liver de Pepper ils auront deux Assises, et quant a lesperver, ou le chival foique un Assise. Et la cause pur que ils averont deux Assises, quant le rent et liver de Pepper, est ceo, entant que ils furent Tenants en Common en several titles, et quant ils feront un done en la taile ou leas pur term de vie, devant a eux le reversion, et rendant a eux certaine rent, &c. tels reservation est incident a leur reversion, & pur ceo que leur reversion est en common, et par several titles, sicome leur possession fut devant le rent, et autres causes que poient estre severs, et fuerant a eux reserves sur le done, ou sur le leas, queux sont incidents per le ley a leur reversion, tels choses issint reserves fueront de la nature del reversion. Et entant que le reversion est a eux en common per several titles, il covient que le rent, et le liver de Pepper, queux poient estre severs, soient a eux en common, et par several titles, et de ceo ils averont deux Assises, et chescun de eux en son Assise fera son pleynt de le moiety del le rent, et le

the rent and pound of Pepper, they shall have two Assises, and as to the Hawke or the Horse, but one Assise. And the reason why then they shall have two Assises as to the Rent and pound of Pepper, is this, inasmuch as they were Tenants in Common in several titles, and when they make a gift in tail or lease for life, saving to them the Reversion, and rendering to them a certain rent, &c. such reservation is incident to their reversion, and for that their reversion is in common and by several titles as their possession was before the rent, & other things which may be severed, and were reserved unto them upon the gift or upon the lease which are incidents by the Law to their reversion, such things so reserved were of the nature of the reversion. And in as much as the reversion is to them in common by several titles, it behoveth that the rent and the pound of Pepper which may be severed, be to them in common and by several titles. And of this they shall have two Assises, and each of them in his Assise shall make his plaint of the moiety of the Rent, and of the moiety

moiety

moiety del liver de Pepper, mes de lesperver, ou de cheval que ne poyent estre severs, ils averont forsque un Assise, car home ne poit faire un pleint en Assise de la moiety dun esparver, ne de la moiety dun cheval, &c. En mesme maner est d'autres rents et d'autres services que Tenants en Common ont en grosse par divers titles, &c.

Item quant al actions personnels Tenants en Common averont tiels actions personnels Joyntment en tous leur noms, sicome de trespass, ou de offence que touche leur Tenements en Common, sicome de bruser leur measons, de ensfender de leur closes, de pasturer, degaster et defouler des herbs, & de couper leur bois, de pischer en leur piseary, & hujusmodi. Et en cest cas Tenants en Common averont un action Joyntment, & recoveront Joyntment leur damages, par ces que l'action est en la personalite, & nemy en la realite, &c.

Item si deux Tenants en Common font un lease de leur tenements a un autre per terme des ans, rendant a eux certaine rent annuellement durant le terme, si

of the pound of Pepper. But of the Hawke or of the Horse which cannot be severed, they shall have but one Assise; for a man cannot make a plaint in an Assise of the moiety of a Hawke, nor of the moiety of a Horse, &c. In the same manner it is of other Rents and of other Services which Tenants in Common have in grosse by divers titles, &c.

Also as to Actions personals, Tenants in Common may have such Actions personals joyntly in all their names as of trespass, or of offences which concern their Tenements in Common; as for breaking their Houses, breaking their Closes, feeding, wasting, and defouling the grafs, cutting their woods, for fishing in their Piseary, and such like. In this case Tenants in Common shall have an Action joyntly, and shall recover joyntly their damages, because the Action is in the personalty, and not in the realty, &c.

Also if two Tenants in Common make a lease of their Tenements to another for term of years, rendring to them certain Rent yearly during the terme of the

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le rent soit adere, &c. les Tenants en Common averont un action de debt envers le lessor, & nemy divers actions, par ceo que l'action est en la personalty.

Mes en avowry par le dit rent ils covient seuer, Car ceo est en le realty come le assise est supra.

Item Tenants en Common poyent bien faire partition enter eux s'ils voient, coment quod ils ne serroient compelles de faire partition per la ley, mes s'ils font enter eux partition per leur agreement & consent, siel partition est assise bone, come est adjudge en liver d'assises.

Item sicome y sont Tenants en Common de terres & Tenements, &c. si come est avantdit: En mesme le maner y sont de chattels reals & personals, si come lease soit fait de certain terres a deux homes par terme de 20. ans, & quant ils sont de ceo posses les un de les lesses grant ceo que a luy assise durant le terme a un autre donque mesme celui a que le grant est fait, & l'autre tiendront & occuperont en Com-

rent be behind, &c. the Tenants in Common shall have an action of debt against the lessor, and not divers actions, for that the action is in the personalty.

But in an Avowry for the said rent they ought to seuer: for this is in the realty, as the Assise is above.

Also Tenants in Common may well make partition between them if they will, but they shall not be compelled to make partition by the Law; but if they make partition between themselves by their agreement and consent, such partition is good enough, as is adjudged in the book of Assises.

Also as there be Tenants in Common of Lands and Tenements, &c. as afore-said; in the same manner there be of chattels reals and personals: As if a Lease be made of certain Lands to two men for term of 20 years, and when they be of this possessed, the one of the Lessees grant that which to him belongeth to another during the terme, then he to whom the grant is made, and the other shall hold and occupie in Common.

Item

*Item si deux ont joyn-
ment le garde de corps et
de terre d'un enfant de mi-
age, & l'un de eux gran-
te a un autre ceo que a luy
affiert de mesme le garde,
donque le grantee & l'aut-
ter quo ne granta pas a-
veront et tiendront ceo en
Common, &c.*

*En mesme le maner est
de chateaux personnels: Si-
come deux ont joynment
per done ou per achate un
cheval ou boefe, &c. &
l'un grant ceo que a luy
affiert de mesme le cheval
ou boefe a un autre: Don-
ques le grantee, et l'auter
que ne granta pas, ave-
ront et possideront tiels
chateaux personnels en Com-
mon. Et en tiels cases, ou
divers persons ont chateaux
reals ou personnels en Com-
mon en par divers titles, si
l'un de eux morust les au-
tres que survesquont, na-
mera ceo per le survivor,
mes les executors celuy que
morust tiendront & occu-
pient ceo presque eux que
survesquont, sicome leur
testator fist ou devoit en
sa vie, &c. par ceo que
leur titles et droits en ceo
fueront severals, &c.*

*Item en le case avandit,
sicome deux ont estate en
Common par terme dans,
&c. l'un occupier tout, et*

Also if two have jointly
the wardship of the body
and land of an infant with-
in age, and the one of them
grant to another that
which to himself belon-
geth of the same ward,
then the grantee, and the
other which did not grant
shall have and hold this in
Common, &c.

In the same manner it is
of chattels personals. As if
two have jointly by gift, or
by buying a horse or an ox
&c. and the one grant that
to him belongs of the same
horse or ox to another, the
Grantee & the other which
did not grant shall have
and possesse such chattels
personals in Common: And
in such cases where divers
persons have chattels real
or personal in Common,
and by divers titles, if the
one of them dieth, the o-
thers which survive shall
not have this as Survivor,
but the executors of him
which dieth shall hold and
occupie this with them
which survive, as their
testator did or ought to
have done in his life time,
&c. because that their ti-
tles and rights in this were
several, &c.

Also in the case afore-
said, as if two have an e-
state in Common for term
of years, &c. the one oc-

mise l'auter hors de possession et occupation, &c. donques celui, que est mise hors de occupation avera envers l'auter brief de Eject. firma, de la moieté, &c.

En mesme le maner est lou deux reïgnont le gard des terres ou tenements durant le nonage d'un enfant, si l'un ousta l'auter de son possession, il que est ouste avera brieve de Ejectment de gard de la moieté, &c. pur ceo que ceux choses son chateux reals, et poyent estre apportionions et severes, &c. Mes nul Action de Trespas, cestascavoir, Quare clausum suum fregit, & herbam suam, &c. conculcavit & consumpsit, &c. & hujusmodi actiones, &c. l'un ne poit aver envers l'auter pur ceo que chescun de eux poit entrer et occuper en commun, &c. per my & per tout, les Terres et Tenements queux ils reïgnont en commun. Mes si deux sont posses de chateils personnels en commun per divers titles, si come d'un cheval, ou Beofe, ou Vache, &c. si l'un prent ceo tout a luy Hors de possession d'auter, l'auter nad nul auter remedie mes de prendre ceo de luy que au

cupie all and put the other out of possession and occupation, he which is put out of occupation shall have against the other a Writ of Ejectione firma, of the moiety, &c.

In the same manner it is where two hold the wardship of lands or tenements during the nonage of an Infant, if the one oust the other of his possession, he which is ousted shall have a Writ of Ejectment de gard of the moiety, &c. because that these things are chartels reals, and may be apportioned and severed, &c. but no Action of Trespals (videlicet) Quare clausum suum fregit, & herbam suam, &c. conculcavit, & consumpsit, &c. & hujusmodi actiones, &c. for one cannot have against the other; for that each of them may enter and occupy in common, &c. per my & per tout, the Lands and Tenements which they hold in common. But if two be possessed of Chartels personals in common by divers titles, as of an Horse, an Ox, or a Cow, &c. if the one take the whole to himself out of the possession of the other, the other hath no other remedy but to take this from him who hath done to him

fait

*fait luy le tort, par occu-
pation en commun, &c.
quant il voit veir son
temps, &c. En mesme
le manuer est de chateaux
reals, que ne poient estre
severs, sicme en le case
avantdit, que deux sint
posse de dun gard de corps
dun enfant deins age, si
lun preut lenfant hors
de possession dauter,
l'auter n'ad aucun remede
per aucun action per la ley,
mes de prendre lenfant
hors de le possession dauter
quant il voit son
temps.*

*Item quant un home
voile monster un feoffment
fait a luy ou un done en le
taile, ou un lease per terme
de vie dascun terres ou te-
nements, la il dirra per
force de quel feoffment,
done, ou lease il fuit seise,
&c. mes lou un voil plead
un lease ou grant fait a luy
de chattel real ou personal,
la il dirra, per force de
quel il fuit posse, &c.*

*Plus serra dit de Te-
nants en Common en le
Chapter de Releases, et Te-
nant per Elegit.*

the wrong, to occupy in
common, &c. when he can
see his time, &c. in the
same manner it is of Chat-
tels reals, which cannot be
severed, as in the case a-
foresaid, where two be
possessed of the wardship
of the body of an infant
within age, if the one ta-
keth the Infant out of the
possession of the other,
the other hath no remedy
by an action by the Law,
but to take the Infant
out of the possession of the
other when he sees his
time.

Also when a man will
shew a Feoffment made to
him, or a gift in tail, or a
lease for life, of any lands
or tenements, there he
shall say, by force of which
feoffment, gift or lease, he
was seised, &c. but where
one will plead a lease or
grant made to him of a
chattel real or personal,
then he shall say, by
force of which he was pos-
sessed, &c.

More shall be said of
Tenants in Common in the
Chapter of Releases and
Tenant by Elegit.

CHAP. V.

Of Estates upon Condition.

E States que homes puent en terres ou tenements sur condition sont de deux maners, scilicet, ou ils ont estate sur condition au fait ou sur condition en ley, &c. Sur condition en fait est, si come un home per fait endent enfeoffa un autre en Fee simple, reservant a luy & a ses heirs annuellement certaine rent payable a un feast ou a divers feasts per an sur condition que si le rent soit arere, &c. que bien list al feoffor et a ses heirs en mesmes les terres ou tenements de enter, &c. ou si terre soit alien a un home en fee rendant a luy certaine rent, &c. & si happe qe le rent soit arere per un soma gne apres asun jour de payment de ceo, ou per un moi apres ascun jour de payment de ceo, ou per un demy, &c. que adonques bien list a le feoffor et a les heirs d'entrer, &c. En ceux cases si le rent ne

E States which men have in Lands or Tenements upon Condition, are of two sorts, viz. either they have estate upon Condition in Deed, or upon Condition in Law, &c. upon Condition in Deed is, as if a man by Deed indented, enfeoffs another in fee simple, reserving to him and his heirs yearly a certain rent payable at one feast or divers Feasts per annum, on Condition that if the rent be behind, &c. that it shall be lawful for the Feoffor and his heirs into the same Lands or Tenements to enter, &c. And if it happen the Rent to be behind by a week after any day of payment of it, or by a moneth after any day of payment of it, or by half a year, &c. that then it shall be lawfull to the Feoffor and his heirs to enter, &c. In these cases if the Rent be not paid at such time or before such time limited and specified within the
foit

Soit pay a tel temps ou de-
vant & el temps limit &
specifie deins le condition
comprises es l'enditure,
donques soit le feoffor ou
ses heires enter en tielx
terres ou tenements, et eux
en son primer estate aver
et tener, et de ceo ouste le
feoffee tout net. Et est ap-
pelle estate sur condition
pur ceo que l'estate le feof-
fee est defeasible si le con-
dition ne soit perform,
&c.

En mesme le manner est
si terres sont donnees en le
tail, ou l'esse a term de
vie ou des ans, sur condi-
on, &c.

Mes lou feoffement est
fait de certaine terres re-
servant certaine rent, &c.
sur tiel condition que si la
rent soit adere, que bien
lirroit al feoffor, et ses
heires, d'entree, et la ter-
re tener tanqz ils soient
satisfies ou payes de la rent
aderere, &c. En cest
case si le rent soit ade-
rere, et le feoffor ou
ses heires enter, le fe-
offee n'est pas exclude de
ceo tout net, mes le feoffor
aura et tiendra la terre
et prendra ent les profits
tanque il soit satisfie de
la rent adere, et quant
il est satisfie, donque payet
le feoffee re-enter en mes-
me la terre, et ceo tener

Condition comprised in
the Indenture, then may
the Feoffor or his heirs en-
ter into such lands or Te-
nements, and them in his
former estate to have and
hold, and the Feoffee quite
to ouste thereof. And it is
called an Estate upon Con-
dition, because that the
State of the Feoffee is de-
feasible if the Condition
be not performed, &c.

In the same manner it is;
if Lands be given in tail,
or let for term of life or of
years, upon condition;
&c.

But where a feoffment is
made of certain Lands re-
serving a certain Rent, &c.
upon such condition that if
the rent be behind, that it
shall be lawfull for the fe-
offor and his heirs to en-
ter, and to hold the land
until he be satisfied or pay-
ed the rent behind, &c. In
this case if the rent be be-
hind, and the feoffor or his
heirs enter, the Feoffee is
not altogether excluded
from this, but the Feoffor
shall have and hold the
Land, and thereof take
the profits untill he be sa-
tisfied of the Rent behind;
and when he is satisfied,
then may the Feoffee re-
enter into the same Land,

come il tenoit adavant.
Car en tiel cas le feoffor
avera la terre forsque en
manner come pur un dis-
tress, tanque il soit satis-
fie de le rent, &c. com-
ment que il prendre les
profits en le mesme temps
a son use demesne, &c.

Item, divers parolx (en-
ter auters) y sont, queux
per vertue de eux mesmes
font estates sur condition,
un est le parol dub condi-
tion: dicome A. enfeoffa
B. de certaine terre, ha-
bendum & tenendum ei-
dem B. & heredibus suis,
sub conditione, quod
idem B. & heredes sui
solvant seu solvi faciant
prefato A. & heredibus
suis annuatim talem red-
ditum, &c. En cest case
sans aucun plus dire le
Feoffor ad estate sur con-
dition.

Auxy si les parolx fue-
rent tielx, Proviso sem-
per quod predictus P. sol-
vat, seu solvi faciat pre-
fato A. talem redditum,
&c. ou feroient tielx, Ita
quod predictus B. solvat
seu solvi faciat prefato
A. talem redditum, &c.
In cesx cases sans plus
dire, le Feoffor ad estate
forsque sur condition, is-
sint que si ne performast
la condition, le feoffor et
ses heirs poient entrer,
&c.

and hold it as he held it
before. For in this case the
Feoffor shall have the Land
but in manner as for a dis-
tress, untill he be satis-
fied of the Rent, &c.
though he take the profits
in the mean time to his
own use, &c.

Also divers words (a-
mongst others) there be
which by vertue of them-
selves make estates upon
condition, one is the word
(Sub condit.) as if A. in-
feoffe B. of certain land,
To have and to hold to the
said B. and his heirs, upon
condition that the said B.
and his heirs do pay or
cause to be paid to the a-
foresaid A. and his heirs,
yearly, such a rent, &c. In
this case, without any more
saying, the Feoffee hath
an estate upon condi-
tion.

Also if the words were
such, Provided always that
the aforesaid B. do pay or
cause to be paid to the a-
foresaid A. such a rent,
&c. Or these, so that the
said B. do pay or cause to
be paid to the said A. such
a rent, &c. In these cases
without more saying, the
Feoffee hath but an estate
upon condition: so as if
he doth not perform the
condition, the Feoffor and
his heirs may enter, &c.

Item

Item autres parols sont en un fait queux causent les Tenements estre Conditionals. Sicome sur tel feofment un Rent est reserve al Feoffor, &c. et puis soit misse en le Fait cest parol, Quod si contingat redditum predictum a retro fore in parte vel in toto, quod tunc bene licebit a le Feoffor et a ses heirs d'entre, &c. ceo est un fait sur condition.

Mes il est diversite parer ceste parol (si contingat, &c.) et les parols prochain avantdits. Car reux parols, (si contingat, &c.) ne valent riens a tel condition, si non que il ad come parols subsequents, que bien list al feoffor et a ses heirs d'entre, &c. Mes en les cases avantdits, il ne besoign per la Ley, de mettre tel clause (scilicet) que le Feoffor et ses heirs poyent entre, &c. par ceo que ils poyent faire ceo per force des parols avantdits, par ceo que ils imprinteront a eux mesmes in Ley une condition, scilicet, que le Feoffor et ses heirs poyent entre, &c. Thors il est communement use en reux tiels cases avantdits de mettre les clauses en les fait, scilicet, si la rent

Also there be other words in a Deed which cause the Tenements to be conditional: As if upon such a Feoffment a rent be reserved to the feoffor, &c. and afterward this word is put into the Deed, that if it happen the aforesaid rent to be behind in part or in all, that then it shall be lawfull for the feoffor and his heirs to enter, &c. This is a Deed upon condition.

But there is a diversity between this word, si contingat, &c. and the words next aforesaid, &c. For these words, si contingat, &c. are nought worth to such a condition, unless it hath these words following, That it shall be lawfull for the Feoffor and his heirs to enter, &c. but in the cases aforesaid, it is not necessary by the Law to put such clause, scilicet, that the Feoffor and his heirs may enter, &c. because they may do this by force of the words aforesaid, for that they contain in themselves a condition, scilicet, that the Feoffor and his heirs may enter, &c. yet it is commonly used in all such cases aforesaid, to put the clauses in the Deeds, scilicet, if the Rent be behind, &c. that it

soit adereve, &c. que bien
 liroit a le Feoffor & a
 ses heires dentre, &c. Et
 ceo est bien fait a cel in-
 tent pur declarer et ex-
 presser a les lays gents que
 ne sont apprises en la Ley,
 de le manner et le condi-
 tion de le feoffment, &c.
 Dicome home seiscie de ter-
 re, lessa mesme la terre
 a un autre per fait indent,
 par terme des ans rendant
 a luy certain rent, il est
 use de mitter en le fait,
 que si le rent soit arere al
 jour de payment, ou per un
 semaine, ou per un mou,
 &c. que adonque bien
 liroit al Lessor a distreiner,
 &c. uncore le Lessor
 poit distreiner de common
 droit per le rent arere,
 &c. coment que tiels pa-
 rols ne unque fueront mi-
 ses en le Fait, &c.

Item si feoffment soit
 fait sur tiel condition, que
 si le feoffor paya al feoffee a
 certaine jour, &c. 40. li
 dargent, que adonque le
 feoffor poit re-entrer, &c.
 en ceo cas le feoffee est ap-
 pell tenant en mortgage,
 que est autant a dire en
 French come mortgage,
 et en Latin, Mortuum va-
 dium. Et il semble que la
 cause, pur que il est ap-
 pelle mortgage, est, pur ceo
 que il estoit en a veroust

shall be lawful to the Fe-
 offor and his heirs to en-
 ter, &c. And this is well
 done, for this intent, to
 declare and expresse to the
 Common people who are
 not learned in the Law of
 the manner and condition
 of the feoffment, &c. And
 if a man seised of Land let-
 teth the same Land to a-
 nother by Deed indented
 for terme of years, ren-
 dring to him a certain
 Rent, it is used to be put
 into the Deed, that if the
 Rent be behind at the day
 of payment, or by the space
 of a week or a moneth,
 &c. that then it shall be
 lawfull to the Lessor to di-
 strain, &c. yet the Lessor
 may distrain of common
 right for the Rent behind,
 &c. though such words
 were not put into the Deed,
 &c.

Item, if a feoffment be
 made upon such condition,
 that if the feoffor pay to
 the feoffee at a certain day,
 &c. forty pounds of mo-
 ney, that then the feoffor
 may re-enter, &c. In this
 case the feoffee is called
 Tenant in mortgage, which
 is as much to say in French,
 as mortgage, and in Latine,
 Mortuum vadum. And it
 seemeth that the cause why
 it is called mortgage, is,
 for that it is doubtfull

si le feoffor voit payer al jour limiste tiel somme, ou non : et si ne paya pas, dunque le terre que il mit en gage sur condition de payment de le money, est ale de luy a tous jours, et issint mort a luy sur condition, &c. et si paya le money, dunque est le gage mort quant a le Tenant, &c.

Item sicome home po't faire feoffment en fee en Mortgage, issint home po't faire done en tail en Mortgage, et un leas pur terme de vie, ou pur terme des ans en Mortgage, & tous tiels tenants sont appels tenants en Mortgage, selonque les estates, que ils ont en la terre, &c.

Item si feoffement soit fait en Mortgage sur condition que le Feoffor payera tiel somme a tiel jour, &c. come est entre eux par leur fait endent accorde et limit, coment que le feoffor morust devant le jour de payment, &c. uncore si le heir feoffor paya mesme le somme de money a mesme le jour a le feoffee, ou tender a luy les deniers, et feoffee ego refusa de receiver, dunque po't le heir entrer la terre, et uncore le condition est, que si le feof-

whether the feoffor will pay at the day limited such a summe, or not : and if he doth not pay, then the Land which is put in pledge upon condition for the payment of the money is taken from him for ever, and so dead to him upon condition, &c. And if he doth pay the money, then the pledge is dead as to the Tenant, &c.

Also as a man may make a feoffment in fee in Mortgage, so a man may make a gift in Tail in Mortgage, and a Lease for terme of life, or for terme of years in Mortgage. And all such tenants are called tenants in Mortgage according to the estates which they have in the Land, &c.

Also if a feoffment be made in mortgage upon condition that the Feoffor shall pay such a summe at such a day, &c. as is between them by their Deed indented, agreed, and limited, although the Feoffor dyeth before the day of payment, &c. yet if the heir of the Feoffor pay the same summe of money at the same day to the Feoffee, or tender to him the money, and the Feoffee refuse to receive it : Then may the heir enter into the Land, and yet the

four payera tiel somme a tiel jour, &c. nient faisant mention en le condition d'aucun payment destre fait per son heire, mes pur ceo que le heire ad interesse de droit en le condition &c. et le veut fait so sq; que les deniers seront paies al jour assesse, &c. et le feoffee nad plus damage, si il soit pay per le heir, que sil soit pay per le pier, &c. Et pur cest cause, si le heire paye les deniers, ou tendera les deniers a le jour assesse, &c. et l'auter ceo refusa, il poit entrer, &c. Mes si un estranger de sa teste demure, que nad aucun interesse, &c. voile tender les avant d'rs denier: al feoffee a le jour assesse, le Feoffee nest pas tenu de ceo receiver.

Et memorandum que en tiel cas, lon tiel tender de le money est fait, &c. et le feoffee de receiver ceo refusa, per que le feoffor ou ses heires entrent, &c. douque le feoffee nad aucun remedy daver le money per le common ley, pur ceo que il serra rette sa folly que il refusa la money quant un loyal tendre de ceo fait fait a luy.

condition is, that if the Feoffor shall pay such a summe at such a day, &c. not making mention in the condition of any payment to be made by his heir, but for that the heir hath interest of right in the condition, &c. and the intent was but that the money should be paid at the day assessed, &c. and the Feoffee hath no more losse if it be paid by the heir, then if it were paid by the Father, &c. therefore if the heir pay the money or tender the money at the day limited, &c. and the other refuse it, he may enter, &c. But if a stranger of his own head, who hath not any interest, &c. will tender the afore said money to the Feoffee at the day appointed, the Feoffee is not bound to receive it.

And be it remembred that in such case, where such tender of the money is made, &c. and the Feoffee refuse to receive it, by which the feoffee or his heirs enter, &c. then the feoffee hath no remedy by the common Law to have this money, because it shall be accounted his own folly that he refused the money, when a lawfull tender of it was made unto him.

Item
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Que si
Feoffor
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Item si feoffment soit fait sur tel condition, que si le Feoffee paye al Feoffor tel jour inter eux limit, 20. l' adonques le Feoffee aura la Terre a luy et a ses heires, et si faile de payer les deniers a le our assesse, que adonque bien list a le Feoffor ou a ses heires d'entrer, &c. et puis devant le jour assesse, le Feoffee vendra la terre a un autre, et de ceo fait feoffment a luy, en cest case si le second Feoffee voile tender le somme de les deniers a le jour assesse a le Feoffor, et le Feoffor ceo refusa, &c. donque le second Feoffee ad estate en la terre clerelement sans condition. Et la cause est pur ceo que le second Feoffee avoit interest en le condition par salvation de son Tenancy. Et en cest case il semble que si le premier Feoffee apres tel vender de la terre voile tender le mony a le jour assesse, &c. a le Feoffor, ceo serra assés bone pur salvation de l'estate de le second Feoffee, pur ceo que le prime Feoffee fuit privy a le condition, et issint le tender de aucun de eux deux est assés bone, &c.

Also if a Feoffment be made on this condition, That if the Feoffee pay to the Feoffor at such a day between them limited, twenty pounds, then the feoffee shall have the land to him and to his heirs; and if he fail to pay the money at the day appointed, that then it shall be lawful for the Feoffor or his Heirs to enter, &c. and afterwards before the day appointed the feoffee sell the Land to another, and of this maketh a feoffment to him, in this case if the second feoffee will tender the sum of money at the day appointed, to the feoffor, and the Feoffor refuseth the same, &c. then the second Feoffee hath an estate in the land clearly without condition. And the reason is, for that the second feoffee hath an interest in the condition for the safeguard of his tenancy: and in this case it seems that if the first feoffee after such sale of the land, will tender the money at the day appointed, &c. to the feoffor, this shall be good enough for the safeguard of the estate of the second Feoffee, because the first Feoffee was privy to the condition, and to the tender of either of them two is good enough, &c.

Item

Item si Feoffement fait
 fait sur condition, Que si
 le Feoffor paye certaine
 somme d'argent al Feoffee,
 adonques bien liroit a Fe-
 offor, et a ses heirs den-
 trer: en cest case si le Fe-
 offor devie devant le pay-
 ment fait, et le heir veult
 tender al Feoffee les den-
 iers, tiel tender est voyd,
 par ceo que le temps deins
 quel ceo doit estre fait est
 passe, car quant le condi-
 tion est, que si le Feoffor
 paye les deniers al Feoffee,
 Cuius res est tunc adire,
 que si le Feoffor durant sa
 vie paye les deniers al Fe-
 offe, et quant le Fe-
 offor morust, adonques le
 temps de le tender est passe.
 Mes autrement est lou-
 un jour de payment est li-
 mit, et le Feoffor devie de-
 vant le jour, donque poit
 le heir tender les deniers,
 car est auparavant dit, par ceo
 que le temps de le tender
 n'a suie, passe par la mort
 de Feoffor. Auxy il sem-
 ble que en tiel case le Fe-
 offor devy devant le jour
 de payment, si les Execu-
 tors de le Feoffor tendront
 les deniers al Feoffee al
 jour de payment, cel ten-
 der est assez bone. Et si
 le Feoffee ceo refuse, les
 heirs de Feoffor posent en-
 trer, &c. La cause est,
 par ceo que les Executors

Also if a feoffment be
 made upon condition, That
 if the Feoffor pay a certain
 summe of money to the Fe-
 offee, then it shall be law-
 full to the Feoffor and his
 heirs to enter. In this case
 if the Feoffor die before the
 payment made, and the heir
 will tender to the Feoffee
 the money, such tender
 is void, because the time
 within which this ought to
 be done, is past. For when
 the condition is, That if
 the Feoffor pay money to
 the Feoffee, &c. this is as
 much to say, as if the Fe-
 offor during his life pay the
 money to the Feoffee, &c.
 and when the feoffor dieth,
 then the time of the tender
 is past. But otherwise it is
 where a day of payment is
 limited, and the Feoffor die
 before the day, then may
 the heir tender the money
 as is aforesaid, for that the
 time of the tender was not
 past by the death of the
 Feoffor. Also it seemeth,
 that in such case where the
 Feoffor dieth before the
 day of payment, if the Ex-
 ecutors of the Feoffor ten-
 der the money to the Feof-
 fee at the day of payment;
 this tender is good enough;
 and if the Feoffee refuse it,
 the heirs of the Feoffor
 may enter, &c. And the
 reason is, for that the Ex-
 repr-

repra-
 Testa-
 Et
 cases d
 mens d
 grosse,
 tenem
 soit un
 que du
 vey est
 pleins
 tout
 Item
 mort
 de pay
 a luy
 devie
 en la
 &c.
 que le
 money
 confor
 Feoffe
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 fie,
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representent le person leur
Testator, &c.

Et nota, que en tous
cas de condition de pay-
ment de certaine somme en
grosse, touchant terres ou
tenemens, si loyal tender
soit un fois refuse, celui
que duisoit tender le mo-
ney est de oco assouche, et
pleinement discharge per
tous temps apres.

Item si le feoffor en
mortgage, devant le jour
de payment que serroit fait
a luy face ses Executors et
devie, & son heira enter
en la terre come il devoit,
&c. il semble en cest cas
que le Feoffor doit payer le
money al jour assesse as Ex-
ecutors et nony al heire le
Feoffee, pur ceo que le mo-
ney al commencement tren-
cha al Feoffee en maner
come un duty, et sera en-
tendue que l'estate fait fait
pur oase de la promp-
te de le money per le Feof-
for, ou per cause d'au-
tre duty. Et pur ceo le
payment ne sera fait al
heire, come il semblo. Mes
les parols del condition
poyent estre tiels, que le
payment sera fait al heir,
come si la condition fuit,
que si le Feoffor paya al
Feoffee, ou a ses heires,
tel somme a tel jour, &c.
la apres la mort le feoffee,
si morust devant le jour

executors represent the per-
son of their Testator, &c.

And note, that in all cases
of condition for payment
of a certain sum in grosse,
touching Lands or Tene-
ments, if lawfull tender be
once refused, he which
ought to tender the money
is of this quit and fully
discharged for ever after.

Also if the Feoffee in
mortgage before the day
of payment which should
be made to him, makes his
Executors and die, and his
heir entereth into the land
as he ought, &c. It seem-
eth in this case, that the
Feoffor ought to pay the
mony at the day appointed
to the Executors, and not
to the heir of the Feoffee,
because the money at the
beginning trencched to the
Feoffee in manner as a du-
ty, and shall be intended
that the estate was made
by reason of the lending of
the money by the Feoffee,
or for some other duty;
and therefore the payment
shall not be made to the
heir, as it seemeth; but the
words of the Condition
may be such, as the pay-
ment shall be made to the
heir. As if the Condition
were, that if the Feoffor
pay to the Feoffee or to his
heirs such a summe at such

R limit,

limit, le payment doit estre fait al heire al jour assesse, &c.

a day, &c. there after the death of the feoffee, if he dieth before the day limited the payment ought to be made to the heir at the day appointed, &c.

Item sur tiel case de feoffment in Mortgage, question ad este demande en quel lieu le feoffour est tenu de rendre les deniers a le feoffee al jour assesse, &c. Et ascuns ont dit, que sur la terre issint tenu en Mortgage pur ceo que le condition est dependant sur le terre. Et ont dit, que si le feoffor soit sur le terre la prest a paier la money al feoffee a le jour assesse, et le feoffee adonque ne soit pas la, adonque le feoffor est assouth, & excuse de payment de le money, par ceo que nul default est en luy. Mes il semble a ascuns que la ley est contrary, et que default est en luy. Car il est tenu de querer le feoffee si soit adonque en aucun autre lieu deins le Realm de Engleterre. Come si lome soit oblige en un obligation de 20. li. sur condition endoree sur mesme obligation, que sil paye a celui a que obligation est fait a tiel jour 10. li. adonque obligation de 20. li. perdra sa force,

Also upon such case of feoffment in Mortgage, a question hath been demanded, in what place the Feoffor is bound to render the money to the Feoffee at the day appointed, &c. And some have said, upon the land so holden in mortgage, because the condition is depending upon the land. And they have said that if the feoffor be upon the land there ready to pay the money to the feoffee at the day set, and the feoffee be not then there, then the feoffor is quit and excused of the payment of the money, for that no default is in him. But it seemeth to some that the Law is contrary, and that default is in him; for he is bound to seek the feoffee if he be then in any other place within the Realm of England. As if a man be bound in an obligation of twenty pound upon condition endorsed upon the same obligation, that if he pay to him to whom the obligation is made at such a day

et serra tous pur nul ; 10 l. then the obligation of
 en cest cas il convient a 20 l. shall lose his force and
 celui que fist obligation de be holden for nothing ; In
 querer celui a que l'obli- this Case it behoveth him
 gation est fait ; si soit that made the obligation
 deins Angleterre, et al to seek him to whom the
 jour assesse de tender a obligation is made if he be
 luy les dits 10. li. au- in England, and at the day
 terment il forfettera la set to tender unto him the
 somme de 20. li. com- said ten pound, otherwise
 prise deins la obligati- he shall forfeit the summe
 on, &c. Et issint il sem- of twenty pound comprised
 ble en l'auter cas, &c. Et within the obligation, &c.
 s'entend que aucuns ont And so it seemeth in the
 dit, que le condition est other case, &c. And albeit
 dependant sur la terre, that some have said that
 uncore ces ne prave que the condition is depending
 le faisons de la condition upon the land yet this
 estre performe, convient proves not that the making
 estre fait sur la terre, &c. of the condition to be per-
 nient plus que si le con- formed, ought to be made
 dition fait que le Feo- upon the Land, &c. no
 offer serra a tiel jour, more then if the condition
 &c. un especial corporall were that the Feoffor at
 service al Feoffee, nient such a day shall do some e-
 n'osant le luy ou tiel special corporal service to
 corporal service serra fait, the Feoffee not naming the
 en tiel cas le feoffor doit place where such corporal
 faire tiel corporal service service shall be done. In
 al jour limiste al Feoffee this case the feoffor ought
 en quecunque lieu en- to do such corporal service
 gleterre que le Feoffe est, at the day limited to the fe-
 si veile aver advantagee office in what place soever
 de la condition, &c. Issint of England that the Feoffee
 il semble en l'auter cas Et be, if he will have advan-
 il semble a eux que el ser- tage of the condition, &c.
 roit plus proprement dit, so it seemeth in the other
 que l'estate de la terre case. And it seems to them,
 est dependant sur la con- that it shall be more pro-
 dition, que adire, que perly said that the estate
 le condition est de- of the land is depending
 pondant sur la ter- upon the condition, then

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nd, &c. Sed quare,
&c.

to say that the condition is
depending upon the land,
&c. Sed quare, &c.

Mes si feoffment en fee
foit fait reservant al feof-
for un annuel rent & pur
default de payment un re-
entry, &c. en cest case il
ne besoigne lo tenant a ten-
der le rent, quant il est
arere forsque sur le terre
pur ceo que ceo est Rent is-
suant hors de la Terre,
que est Rent secke. Car si le
Feoffor soit seise un foits
de cest rent, et puis il vi-
ent sur la terre, &c. et
le rent luy soit denie, il
poit aver Assise de Novel
disseisin: Car coment
qu'il poit entre per cause
de le condition enfreint,
&c. uncore il poit esier,
seil. de relinquisher son
entry ou de aver un As-
sise, &c. Et issint est di-
versity quant al tender de
le Rent que est issuant
hors de la Terre, & del
tender d'auter somme en
grosse que ne passe is-
suant hors dascun Terre.

Et pur ceo il serra bone
et sure chose pur celuy que
voet faire tel feoffment
en mortgage, de mitter un
especial lieu ou les deni-
ers seront payas, et le plus
especial que est mis, le
melior est pur le Feoffor.
Sicome A. infeoffe B a-
ver aluy et a ses heires,

But if a feoffment in fee
be made, reserving to the
the feoffor a yearly rent,
and for default of payment
a re-entry, &c. in this case
the Tenant needeth not to
tender the rent when it is
behind but upon the Land,
because this is a Rent issu-
ing out of the Land, which
is a Rent Seck. For if the
Feoffor be seised once of
this Rent, and after he
cometh upon the Land,
&c. and the Rent is denie-
ed him, he may have an
Assise of Novel disseisin:
for albeit he may enter by
reason of the condition
broken, &c. yet he may
choose either to relinquish
his entry, or to have an
Assise, &c. And so there
is a diversity as to the ten-
der of a rent which is issu-
ing out of the Land, and
of the tender of another
summe in Gross, which is
not issuing out of any Land.

And therefore it will be
a good and sure thing for
him that will make such
feoffment in mortgage, to
appoint an especial place
where the money shall be
paid, and the more espe-
cial that it be put, the bet-
ter it is for the Feoffor. As
if A. infeoffe B. to have

ser

sur tiel condition, Que si A. paye a B. en le Feast de Saint Michael Larch-angel prochaine a venir, en Esglise Cathedral de Pauls en Londres, deins quater heures pres cins devant le beure de noone de mesme le Feast a le Rood loft de le Rood de le North doore, deins mesme le Esglise, ou al tombe de S. Erkenwald, ou al hus de tiel Chappel, ou al tiel piller, deins mesme Esglise que adonque bien list al avantdis A. et a ses heirs d'entrer, &c., en tiel case il ne besoigne de querer le Feoffee en auter lieu, ne destre en auter lieu, forsque en le lieu comprise en l'indenture, ne destre la plus longe temps, que le temps specifie en mesme l'indenture, pur tender ou payer le money a le Feoffee, &c.

Item en tiel case lon le lieu de payment est limitee, le Feoffee nest obligee de recevoir le payment en nul auter lieu forsque en mesme le lieu issint limit. Mes upore si il recoit le payment en auter lieu, ceo est assés, bone, & auxy fort pur le Feoffor, sicome le receipt nst este en mesme le

to him and to his heirs, upon such Condition, That if A. pay to B. on the Feast of Saint Michael the Arch-Angel next coming, in the Cathedral Church of Saint Pauls in London, within four hours next before the hour of Noon of the same Feast, at the Rood loft of the Rood of the North door, within the same Church, or at the Tombe of Saint Erkenwald, or at the door of such a Chappel, or at such a pillar within the same Church, that then it shall be lawfull to the foresaid A, and his heirs to enter, &c. In this case he needeth not to seek the Feoffee in another place, nor to be in any other place, but in the place comprised in the Indenture; nor to be there longer then the time specified in the same Indenture, to tender or pay the money to the Feoffee, &c.

Also in such case where the place of payment is limited, the Feoffee is not bound to receive the payment in any other place but in the same place so limited. But yet if he do receive the payment in another place, this is good enough, and as strong for the Feoffor, as if the receipt had been in the same

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lien issint limit, &c.

Item en quel case de feoffment en mortgage, si le Feoffor paya al Feoffee un cheval, ou hanap d'argent, ou un annuel dor, ou autre quel chose en plein satisfaction del money, et l'auter ceo receust ceo est assés bone et auxy fort si come il uft receive la somme del money, coment que le cheval, ou l'auter chose ne fuit de vintisme part del value de sum de le money, par ceo que l'auter avoit ceo accept en pleine satisfaction.

Item si home enfeoffa un autre sur condition, que il et ses heires rendront a un estrange home et a ses heires un annuel Rent de 20. s. &c. et si il ou ses heires failont de payment de ceo que adonques bien lirroist al feoffor et a ses heires de entrer, ceo est bon condition, et encore en cest cas coment que quel annuel payment est appelle en l'indenture un annuel Rent, ceo n'est pas properment Rent. Car si serroit Rent, il covient estre Rent Service, ou Rent charge, ou Rent seek; et il n'est ascun de eux. Car si l'estrange fuit seise de ceo, et puis il fuit a luy denie, il n'aura aucune as-

place so limited, &c.

Also in the case of feoffment in Mortgage, if the Feoffor payeth to the Feoffee a Horse, or a Cup of Silver, or a Ring of Gold, or any such other thing in full satisfaction of the money, and the other receiveth it, this is good enough, and as strong as if he had received the sum of money, though the Horse or the other thing were not of the twentieth part of the value of the sum of money, because that the other hath accepted it in full satisfaction.

Also if a man infeoffe another upon Condition, that he and his heirs shall render to a stranger and to his heirs a yearly rent of 20. shillings, &c. and if he or his heirs fail of payment thereof, that then it shall be lawfull to the Feoffor and his heirs to enter, this is a good Condition; and yet in this case, albeit such annual payment be called in the indenture a yearly Rent, this is not properly a Rent. For if it should be a Rent, it must be Rent Service, Rent Charge, or a Rent Seek; and it is not any of these: For if the stranger were seised of this, and after it were denied him, he shall never have

ffe

fiſe de ceo, pur ceo que il neſt pas iſſuant hors d'aucun Tenements et iſſint leſtrange nad aucun remedie ſiuel annal Rent ſoit a-derere en ceſt cas, mes que le Feoffor ou ſes heires poient entrer, &c. Et encore ſi le Feoffor ou ſes heires entrent pur default de payment, adon-que ſiel rent eſt ale a tous jours. Et iſſint ſiel rent neſt forſque un peine aſſeſſe a la tenant et ſes heires, que ſils ne voient payer ceo ſolouque la forme del Indenture, ils perdront leur terre par l'entry del Feoffor ou ſes heires default de payment. Et en ceſt cas il ſemble que le Feoffee et ſes heires doyent querer le aſtranger et heires ſils ſont deins Engleterre, pur ceo que nul lieu eſt limit lou le payment ſerra fait, et pur ceo que ſiel rent neſt pas iſſuant hors d'aucun terre, &c.

Et hic nota deux choſes, Une eſt, que nul rent (que proprement eſt dit rent) poit eſtre reſerve ſur aucun feoffement, done, ou leas, forſque tantſolement al feoffor, ou al donor, ou al leſſor, ou a leur heires, et en nul maner il poit eſtre reſerve a aucun eſtrange perſon. Mais ſi deux Joy-

an Aſſile of this, becauſe that it is not iſſuing out of any Tenements, and ſo the ſtranger hath not any remedy if ſuch yearly Rent be behind in this caſe, but that the Feoffor or his heirs may enter, &c. And yet if the Feoffor or his heirs enter for default of payment; then ſuch rent is taken away for ever. And ſo ſuch a rent is but as a pain ſet upon the Tenant and his heirs, that if they will not pay this according to the form of the Indenture, they ſhall loſe their land by the entry of the Feoffor or his heirs for default of payment. And in this caſe it ſeemeth that the Feoffee and his heirs ought to ſeek the ſtranger and his heirs if they be within England, becauſe there is no place limited where the payment ſhall be made, and for that ſuch rent is not iſſuing out of any land, &c.

And here note two things, one is, That no rent (which is properly ſaid a Rent) may be reſerved upon any feoffment, gift, or leaſe, but onely to the Feoffor, or to the Donor, or to the Leſſor, or to their heirs; and in no manner it may be reſerved to any ſtrange perſon. But if two Joy-

tenants.

tenants font un leas per fait endent, reservant a un de eux un certaine annual rent, ces est assés bon a luy a que le rent est reserve, pur ceo que il est privy a le lease et nemy estrange a le leas, &c.

Le second chose est, que nul entry, ou re-entry (que est tout un) peut estre reserve, ne donc a a aucun person fors que tant-solement al feoffor, ou al donor, ou al lessor, ou a leur heires: et tiel re-entry ne peut estre grant a un autre person. Car si home lessa terre a un autre pur terme de vie per Indenture, rendant al Lessor, et a ses heires certain rent, et pur default de payment un re-entry, &c. si apres le lessor per un fait granta le reversion de la terre a un autre en fee, et le Tenant a terme de vie attorna, &c. si le rent apres soit aderere, le grantee de le reversion peut distraire pur le Rent, pur ceo que le Rent est incident a le reversion; mes il ne peut entrer en la terre, et ouste le Tenant, sicome le lessor pouvoit, ou ses heires, si le reversion n'est este continuee en eux, &c. Et en cest case lentry est tolle a tous temps, car le grantee

tenants make a Lease by Deed indented, reserving to one of them a certain yearly Rent, this is good enough to him to whom the rent is reserved, for that he is privy to the Lease, and not a stranger to the Lease, &c.

The second thing is, that no entry nor re-entry (which is all one) may be reserved or given to any person, but only to the Feoffor, or to the Donor, or to the Lessor, or to their heirs. And such re-entry cannot be given to any other person. For if a man letteth land to another for term of life by indenture, rendering to the Lessor and to his heirs a certain rent, and for default of payment, a re-entry, &c. If afterward the Lessor by a Deed granteth the reversion of the land to another in fee, and the tenant for term of life attorne, &c. if the rent be after behind, the Grantee of the reversion may distrain for the Rent, because that the Rent is incident to the reversion; but he may not enter into the land, and ouste the Tenant, as the Lessor might have done, or his heirs, if the reversion had been continued in them, &c. And in this case the entry is taken

de le reversion ne poit entrer, causa qua supra. Et le Lessor, ne ses heires ne poyent entrer; car si le Lessor puiſſoit entrer, donques il couvient que il serroit en son premier estate, &c. Or ceo ne poit estre, pur ceo que il ad alien de luy le reversion.

Item si soit Seignior et tenant, et le tenant fait un tiel lease pur terme de vie, rendant a Lessor et a ses heires tiel annuel rent, et pur default de payment un re-entry, &c. si apres le Lessor morast sans heire durant la vie le Tenant a terme de vie, per que le reversion devient al Seignior per voy descheat, et puis le rent de le Tenant a terme de vie soit adentre le Seignior poit distreindre le Tenant pur le Rent arere: mes il ne poit entrer en la terre per force del condition, &c. pur ceo que il nest pas heire al Lessor, &c.

Item si terre soit graunt a un homme pur term de deux ans sur tiel condition, que sil payeroit al grantor deins les dits deux ans 40. Markes, adonques il auroit la terre a luy et a ses heires, &c. en cest case si le Grantee enter per force de le Grant sans as-

away for ever, for the Grantee of the reversion cannot enter, *Causa qua supra.* And the lessor nor his heirs cannot enter; for if the Lessor might enter, then he ought to be in his former estate, &c. And this may not be, because he hath aliened from him the reversion.

Also if Lord and Tenant be, and the Tenant make a Lease for term of life, rendering to the Lessor and his heirs such an annual Rent, and for default of payment, a re-entry, &c. if (after the Lessor dyeth without heir during the life of the Tenant for life, whereby the Reversion cometh to the Lord by way of Escheat, and after the rent of the Tenant for life is behind, the Lord may distrein the Tenant for the rent behind, but he may not enter into the land by force of the condition, &c. because that he is not heir to the Lessor, &c.

Also if Land be granted to a man for term of two years, upon such condition, That if he shall pay to the Grantor within the said two years forty Marks, then he shall have the Land to him and to his heirs, &c. In this case if the Grantee enter by force

un livery de seisin fait a luy per le Grantor, et puis il paya al Grantor les 40 Markes deins les deux ans, uncore il nad riens en la terre forsque pur terme des deux ans, pur ceo que nul livery de Seisin a luy fuit fait al commencement. Car si averoit Franktenuement et fee en cest case, pur ceo que il ad performe le condition douque il averoit Franktenuement per force del prime graunt lou nul livery de Seisin de ceo fuit fait, que serront inconveniens, &c. Mes si le Grantor ust fait livery de Seisin al Grantee per force de la Grant, douque averoit le Grantee le Franktenuement et le fee sur mesme la condition

Item si terre fuyt grant a un home pur terme de 5 ans s' condition, que si pay al Grantor deins les deux primer ans, 40. Markes que adouque il averoit fee ou autrement forsque pur terme de les 5. ans, et livery de Seisin est fait a luy per force de le grant, ore il ad fee sim le conditional, &c. Et si en ceo case le Grantee ne paia nay al Grantor les 40. Markes deins les primers deux ans, douques im-

o the Grant, without any livery of Seisin made unto him by the Grantor, and after he payeth the Grantor the Forty Markes within the two years, yet he hath nothing in the Land but for terme of two years, because no livery of Seisin was made unto him at the beginning; for if he should have a freehold and fee in this case, because he hath performed the condition, then he should have a freehold by force of the first Grant, where no livery of Seisin was made of this, which would be inconvenient, &c. but if the Grantor had made Livery of Seisin to the Grantee, by force of the grant, then should the Grantee have the freehold and the fee upon the same condition.

Also if Land be granted to a man for term of five years, upon condition, that if he pay to the Grantor within the two first years Forty Markes, that then he shall have Fee, or otherwise but for term of the 5. years, and livery of Seisin is made to him by force of the Grant, now he hath a Fee simple conditional, &c. And it in this case the Grantee do not pay to the Grantor the Forty Markes within the first two years,

mediate

mediate apres mesmes les deux ans passes, le fee et le franktenement est, & sera adjudge en le Grantor, pur ceo que le Grantor ne poet apres les ditz deux ans maintenant enter sur le Grauntee, pur ceo que le Grauntee ad uncore title per trois ans daver & occuper la terre per force de mesme le grant. Et issint pur ceo que le condition del part le Grantee est enfreint, et le Grauntee ne poet entrer, la Ley mittera la fee et le franktenement en le Grantor. Car si le Grantee en cest case fait wast, donques apres le enfreinder de le condition, &c. & apres les deux ans, le grantor avera son brieve de Wast. Et ceo est bone proof adanque que le reversion est en luy, &c.

Mes en tiels cases de feoffment sur condition lou le feoffor poet loyalment entrer per le condition enfreins, &c. la le feoffor nad le franktenement devant son entree, &c.

Item si feoffment soit fait sur tiel condition, que le feoffee donera le terre al feoffor, et a la feme del feoffor, a aver et tener a eux, et a les heirs de leur deux corps engendres, &

then immediately after the said two years past, the fee and the freehold is and shall be adjudged in the Grantor, because that the Grantor cannot after the said two years presently enter upon the Grantee, for that the Grantee hath yet title by three years to have and occupie the land by force of the same Grant. And so because that the condition of the part of the Grantee is broken, and the grantor cannot enter, the Law will put the Fee and the Freehold in the Grantor: for if the Grantee in this case makes Waste, then after the breach of the condition, &c. and after the two years, the grantor shall have his Writ of Waste. And this is a good proof then, that the reversion is in him, &c.

But in such cases of Feoffment upon condition, where the feoffor may lawfully enter for the condition broken, &c. there the feoffor hath not the freehold before his entry, &c.

Also if a feoffment be made upon such condition that the feoffee shall give the land to the feoffor, and to the wife of the Feoffor, to have and to hold to them and to the heirs of

pur

pur default de tiel issue, their two bodies engendered, and for default of le remainder al droit heirs such issue, the remainder le feoffor. En ceo cas si to the right heirs of the Feoffor. In this case if the le baron deby vivant la Husband dieth, living the feme devant ascun estate wife, before any estate in en le taile fait a eux, &c. tail made unto them, &c. donques doit le feoffor per then ought the Feoffor by la ley faire estate a la forme cy pres le condition, as the Law to make an estate auxy cy pres l'entent de le condition que il poit faire, to the wife as near the condition, and also as near cestafon voir, de lesser ha to the intent of the condition as he may make it; terre al feme pur terme de That is to say, to let the vie sans impeachment de Land to the wife for term waft, le remainder apres son decease a les heirs de of life without impeachment of waft, the remainder son decease a les heirs de corps sa baron de luy engendres; & pur default de tiel issue, le remainder as droit heirs le Baron. Et la cause pur que le lease serra en cest cas a la feme sole sans impeachment de waft, est, pur ceo que le condition est, que l'estate serra fait al Baron & a sa femme en taile. Et si tiel estate n'est fait en le vie le baron, donques apres le mort le baron el n'est en le estate en le taile: quel estate est sans impeachment de waft. Ilz issint de cest raison, que cy pres que home poit faire un estate al entent de condition, &c. que il seroit fait; & c. comment que el ne poit aver un estate en taile sicome el pouvoit aver si lo done en le taile n'est estre fait

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*a sa baron et a luy en le
vie sa baron.*

&c. that it should be made
&c. albeit she cannot have
estate in tail, as she might
have had if the gift in tail
had been made to her hus-
band and to her in the life
of her husband, &c.

*Item en cest case si le
baron et la femme ont issue,
et devont devant le done
en le taile fait a eux, &c.
donques le Feoffee doit
faire estate al Issue et a les
heires de corps son pere &
son mere engendrez, et pur
default de tiel Issue le re-
mainder a les droit heires
le Baron, &c. Et mesme
la Ley est en autres cases
semblables. Et si tiel Fe-
offee ne voet faire tiel e-
state, &c. quant il est
raisonablement requise per
eux que devoient aver e-
state per force de le condi-
tion, &c. donque poit le
Feoffor ou ses heires en-
trer.*

Also in this case if the
husband and wife have is-
sue, and die before the gift
in tail made to them, &c.
then the Feoffee ought to
make an estate to the Issue,
and to the heirs of the body
of his father and his mo-
ther begotten, and for de-
fault of such issue, &c. the
remainder to the right
heirs of the husband, &c.
And the same Law is in o-
ther like cases: and if such
a Feoffee will not take
such estate, &c. when he
is reasonably required by
them which ought to have
the state by force of the
Condition, &c. then may
the Feoffor or his heirs
enter.

*Item si feoffment soit
fait sur condition que le
feoffee re-infeoffere plu-
sieurs homes a aver & re-
ner a eux et a leur heires a
tous jours, et tous ceux
que devroient aver estate
moront devant aucun e-
state fait a eux, donque
doit le feoffee faire estate
al heir celuy que surves-
quist de eux, a aver &
renner a luy et a les heires*

Also if a feoffment be
made upon condition, that
if the Feoffee shall re-infe-
offe many men, to have
and to hold to them and to
their heirs for ever, and all
they which ought to have
estate die before any estate
made to them, then ought
the Feoffee to make estate
to the heir of him which
survives of them, to have
and to hold to him and to

celuy que survesquist.

the heirs of him which sur-
viveth.

Item si feoffment soit
fait sur condition, den-
feoffer un autre, ou de
doner en taile a un autre,
Et c. si le Feoffee devant
la performance del condi-
tion enfeoffa un estrange-
r, ou fait un lease par terme
de vie, donques par le fe-
offor et ses heires entrer,
Et c. par ceo que il ad
luy mesme disable de per-
former le condition, entant
que il ad fait estate a un
autre, Et c.

Also if a Feoffment be
made upon condition, To
enfeoffe another, or to
make a gift in taile to ano-
ther, &c. if the Feoffee
before the performance of
the Condition enfeoffe a
stranger, or make a Lease
for life, then may the Fe-
offor and his heirs enter,
&c. because he hath dis-
abled himself to perform
the condition, inasmuch as
he hath made an estate to
another, &c.

En mesme le manner est,
si le feoffor devant le con-
dition performe lassa mes-
me la terre a un estrange-
r par terme des ans, en cest
case le Feoffor et ses heires
poyent entrer, Et c. par
ceo que le feoffee ad luy
disable de faire estate de
les tenements accordant a
ceo que estoit en les tene-
ments, quant estate ent
fait fait a luy. Car sil
voile faire estate de les
tenements accordant a le
condition, Et c. donques
poit le lessee per terme dans
entrer & ouste mesme ce-
luy a que l'estate est fait,
Et c. et occuper ceo durant
son terme

In the same manner it is
if the Feoffee before the
Condition performed let-
teth the same land to a
stranger for term of years,
in this case the Feoffor and
his heirs may enter, &c.
because the Feoffee hath
disabled him to make an
estate of the tenements ac-
cording to that which was
in the tenements when the
estate thereof was made
unto him. For if he will
make an estate of the tene-
ments according to the
condition, &c. then may
the Lessee for years enter
and oust him to whom the
estate is made, &c. and oc-
cepy this during his term.

Et Plusors ont dit que si
rien feoffment soit fait a
un homs sole sur mesme le
condition, et devant que il

And many have said,
that if such feoffment be
made to a single man upon
the same condition, and be.

ad performe mesme la condition il prent feme, donques le Feoffor et ses heires maintenant poyent entrer pur ceo que sil fesoit estate accordant a la condition, et puis morust, donques la feme serroit endowe, et poit recouper sa dower per briefe de dower, &c. et issint per le prisel del feme les tenements sont mis en un autre pliter que ne fueront al temps del feoffment sur condition, pur ceo que adonques nul tiel feme fuit dowable, ne serroit dowe per la ley, &c.

En mesme le maner est, si le feoffee charge la terre per son fait dun rent charge devant le performance del condition, ou soit oblige en un estatute de le Staple, ou statute Merchant, en tielx cases le feoffor et ses heires poyent entrer, &c. Causa qua supra. Car queuncque que venust a les tenements per le feoffment de le feoffee, eux couient estre lables, et estre mis en execution per force de le statute Merchant, ou de statute del Staple, Quare, Mes quant le feoffor ou ses heires, pur les causes avantdits, averont entrer, come ils devoient, come il

fore he hath performed the same Condition he taketh wife, then the Feoffor and his Heirs maintenant may enter, becaute if he hath made an estate according to the condition, and after dieth, then the wife shall be endowed, and may recover her dower by a Writ of Dower, &c. and so by the taking of a wife, the Tenements be put in another plight then they were at the time of the feoffment upon condition, for that then no such Wife was dowable, nor should be endowed by the Law, &c.

In the same manner it is if the Feoffee charge the Land by his Deed with a Rent charge before the performance of the Condition, or be bound in a statute Staple or statute Merchant, in these cases the Feoffor and his heirs, may enter, &c. *Causa qua supra.* For whosoever cometh to the Lands by the feoffment of the Feoffee, they ought to be lyable and put in execution by force of the Statute Merchant, or of the Statute Staple, *Quare.* But when the Feoffor or his heirs for the causes aforesaid, shall have entred, as it seems they ought, &c. then all such things which be-

semble, &c. donques tous diels choses que devant tiel entry pussent troubler ou encumber les tenements isint dones sur condition, &c. quant a mesmes les tenements sont ousterment defeats.

Item, si un home fait un fait de feoffment a un autre, et en le fait est nul condition, &c. & quant le feoffor a luy voyle faire livery de seisin per force de mesme le fait, il fait a luy le livery de seisin sur certain condition, en cest cas rien de les tenements passa per le fait, pur ceo que le condition n'est comprise dans le fait, et le feoffment est en tiel force sicome nul tiel fait ust este fait.

Item si feoffment soit fait sur tiel condition, que le feoffee ne alienera la terre a nulluy, cest condition est voide, pur ceo que quant l'ome est enfeoffe de terres ou tenements il ad power de eux aliener a aucun person per la ley. Car si tiel condition serroit bone donque la condition luy ousteroit de tout le power que la ley luy dona, le quel serroit enconter reason, et pur ceo tiel condition est voyde.

fore such entry might trouble or incumber the Land so given upon condition, &c. as to the same Land are altogether defeated.

Also if a man make a deed of feoffment to another, and in the deed there is no condition, &c. and when the Feoffor will make livery of seisin unto him by force of the same deed, he makes livery of seisin unto him upon certain condition; in this case nothing of the tenements passeth by the deed, for that the condition is not comprised within the deed, and the feoffment is in like force as if no such deed had been made.

Also if a feoffment be made upon this condition, that the feoffee shall not alien the land to any, this condition is void; because when a man is enfeoffed of lands or tenements, he hath power to alien them to any person by the law: for if such a condition should be good, then the condition should oust him of all the power which the Law gives him, which should be against reason; and therefore such a condition is void.

Mes si le condition soit
tel, que le feoffee ne alie-
nera a un tiel, n'osant
son nofme, ou a aucun de
ses hoires ou de issues de un
tiel, &c. ou hujusmodi, les
queux conditions ne to-
lent tout la power d'alie-
nation del feoffee, &c.
donque tiel condition est
bonne.

Item si Tenements soi-
ent dones en le taile sur
tiel condition, que le te-
nant en le taile ne ses
heires ne alieneront en fee,
ne en le taile, ne pur ter-
me d'auter vie, forsqe pur
leur vies demefne, &c. tel ti-
el condition est bone. Et
la cause est, pur ceo que
quant il fist tiel alienation
& discontinuance de le
taile, il fait le contraire a
l'intent du donor, par que
l'estatut de W. 2. cap. 1.
fuit fait, per quel estatut
les estates en le taile sont
ordeines.

Car il est prouvé per les
parols comprise en mesme
l'estatut, que la volunté
del donor en tiels cases ser-
roit observee, at quant le
Tenant en le Taile fait tiel
discontinuance, il fait le
contrary a ceo, &c. Et
auxy en estates en le taile
d'aucun Tenements, quant
le reversion de fee simple,
ou remainder in Fee simple
est en auters person, quant

But if the condition be
such, that the feoffee shall
not alien to such a one, na-
ming his name, or to any
of his heirs, or of the issues
of such a one, &c. or the
like, which conditions do
not take away all power of
alienation from the feoffee,
&c. then such condition is
good.

Also if lands be given in
tail, upon condition, that
the tenant in tail nor his
heires shall not alien in
fee, nor in tail, nor for
term of anothers life, but
only for their own lives,
&c. such Condition is
good. And the reason is,
for that when he maketh
such alienation and discon-
tinuance of the entail, he
doeth contrary to the in-
tent of the Donor, for
which the statute of W. 2.
cap. 1. was made, by
which statute the estates
in tail are ordained.

For it is proved by the
words comprised in the
same statute, That the will
of the Donor in such cases
shall be observed, and when
the Tenant in Tail maketh
such discontinuance, he
doeth contrary to that, &c.
And also in estates in Tail
of any Tenements, when
the Reversion of the fee
simple, or the remainder of
the fee simple is in other

iel discontinuance est fait, donques le fee simple en le remainder est discontinue. Et pur ceo que le Tenant en tail ne ferra iel chose encounter le profit de ses issues & bone droit, iel condition est bone come est avoiantdit, &c.

Item home poit doner Terres en taile, sur iel condition, Que si le tenant en le Tail ou ses heires alienent en fee ou en taile ou pur terme d'auter vie, &c. et auxy que si tous li issues veignants del Tenant en le taile soyent mors sans issue que adonques bene lirrois al doner et a ses heires de entrer, &c. Et per iel voy le droit de le taile poit estre salve apres discontinuance al issue en le taile, si aucun y soit, issint que per voy d'autre del Donor, ou de ses heires le taile ne ferra my defeat per iel condition: Quare hoc. Et uncore si le Tenant en le Tail en ceo case, ou ses heires font aucun discontinuance, celui en la reversion a ses heires, apres ceo que le taile est determine, pur default de issue, &c. poient entrer en le terre per force de mesme le condition, et ne seront my cobert de sur brieffe de formedon en le reverser.

persons, when such discontinuance is made, then the fee simple in the remainder is discontinued. And because Tenant in Tail shall do no such thing against the profit of his issues, and good right, such Condition is good, as is aforesaid, &c.

Also a man may give lands in Tail upon such Condition, that if the Tenant in Tail or his heirs alien in fee or in tail, or for term of another mans life, &c. and also that if all the Issue coming of the Tenant in Tail be dead without Issue, that then it shall be lawfull for the Donor and for his heirs to enter, &c. And by this way the right of the tail may be saved after discontinuance to the issue in tail, if there be any: so as by way of entry of the Donor or of his heirs, the tail shall not be defeated by such condition: Quare hoc. And yet if the tenant in tail in this Case, or his heirs, make any discontinuance, he in the reversion or his heirs, after that the tail is determined for default of Issue, &c. may enter into the Land by force of the same Condition, and shall not be compelled to sue a Writ of Formedon in the reverser.

Item,

Item, home ne poit pleder en ascun action, que estate fuit fait en fee, ou en fee taile, ou pur terme de vie, sur condition sil ne voucha un record de ceo, ou monstra un escript fourth seale, prouant mesme la condition. Car il est un common erudition, que home per plee ne defeatira ascun estate de franktenement per force dascun tiel condition, sinon que il monstra le proofo de condition en escript, &c. sinon que ceo soit en ascuns especial cases, &c. Mes de chattels reals sicome de leas fait a terme dans, ou de graunts de gards fait per gardeins in chivalrie et huiusmodi, &c. home poit pleder que tiels leases ou graunts fueront fait sur condition, &c. sans monstre ascun escript de le condition. Issint en mesme le maner home poit faire de dones et graunts de chattels personals et de contracts personals, &c.

Item coment que home en ascun action ne poit pleder un condition que toucha et concerna franktenement sauns monstre escript de ceo, come est avantdis, uneore home poit estre aide sur tiel condition per verdict de 12 homes prise a large en Assise de

Also a man cannot plead in any action, that an estate was made in fee, or in fee tail, or for term of life upon Condition, if he doth not vouch a Record of this, or shew a writing under Seal, proving the same Condition. For it is a common learning, that a man by plea shall not defeat any estate of free-hold by force of any such Condition, unless he sheweth the proof of the condition in writing, &c. unless it be in some special cases, &c. But of chattels reals, as of a Lease for years, or of grants of Wards made by Guardians in Chivalry, and such like, &c, a man may plead that such Leases or grants were made upon condition, &c. without shewing any writing of the Condition. So in the same manner a man may do of Gifts and Grants of Chattels personals, and of Contracts personals, &c.

Also albeit a man cannot in any action plead a condition which toucheth and concernes a freehold, without shewing writing of this, as is aforesaid, yet a man may be aided upon such a condition by the verdict of twelve men taken at large in an Assise

Novel

Novel disseisin, ou en as- of Novel disseisin, or in any
 cun autre action, lou les other action where the Ju-
 Justices voylent prendre stices will take the verdict
 le verdict de 12. Jurors a of 12. Jurors at large. As
 large, Sicome misimus put the case, a man seised
 que home seise de certain of certain land in fee, let-
 terre en fee, lassa mesme teth the same land to ano-
 la terre a un autre pur ter- ther for term of life with-
 me de vie sans fail, sur out deed, upon condition
 condition de rendre al Less- to render to the Lessor a
 for un certain rent, et pur certain Rent, and for de-
 default de payment un re- fault of payment, a re-en-
 entree, &c. per force de try, &c. by force whereof
 quel le lessee est seise come the lessee is seised, as for
 de franktenement, et puis free-hold, and after the
 le rent est aderere per que Rent is behind, by which
 le lessor entret into the the lessor entereth into the
 & puis le lessee arraign land, and after the lessee
 un Assise de Novel dis- arraign an Assise of Novel
 seisin. De la terre envers disseisin of the land against
 le Lessor, le quel plead, the Lessor, who pleads that
 que il fist nul tort, ne nul he did no wrong nor dissei-
 disseisin, et sur ceo l'assise sin, and upon this the As-
 soit prise, en cest case les sise is taken; in this case
 Recognitors del assise poy- the Recognitors of the As-
 ent dire & render a les sise may say and render to
 Justices leur verdict a the Justices their verdict at
 large sur tout le matter, large upon the whole mat-
 come adire que le defen- ter, as to say that the de-
 dant fut seise de la terre fendant was seised of the
 en son demesne come de land in his demesne as of
 fee, et issint seise mesme Fee, and so seised let the
 la terre l'asse al plaignise same land to the Plaintiff
 pur terme de sa vie, ren- for term of his life, ren-
 dant al lessor tel annual dring to the lessor such a
 rent payable a tel feast, yearly Rent payable at
 &c. sur tel condition, such a feast, &c. upon such
 que si le rent fut aderere condition, that if the rent
 a aucun tel feast a que were behind at any such
 doit estre pay, donques bi- feast, at which it ought
 en tirroit al Lessor den- to be paid, then it should
 rer, &c. per force de be lawfull for the Lessor to

quel

quel lease le Plaintiff fuit
 seise en son demesne come
 de franktenement, et que
 puis apres le rent fuit ade-
 rerre a tiel feast, &c. per
 que le Lessor entra en le
 terre sur le possession le
 Lessee et prieroit le discre-
 tion de les Justices, si ceo
 soit un disseisin fait al
 Plaintiff ou nemy, don-
 que pur ceo que appiert a
 les Justices, que ceo fuit
 nul disseisin fait al Plain-
 tiff, entant que l'entree de
 le Lessor fuit congeable sur
 luy; les Justices doyent
 doner judgement que le
 Plaintiff ne prendra riens
 per son brieve d'assise. Et
 issint en tiel cas le Lessor
 serra aide, et uncore nul
 escripture unques fuit fait
 del condition. Car cibien
 que les Jurors poyent aver
 conusance de le lease, auxy
 bien il poyent aver conu-
 sance de le condition que
 fuit declare et rehearse
 sur le lease.

En mesme le manner est
 de l'esquiment en Fee, ou
 done en le Taile sur Con-
 dition, coment que nul
 escripture unque fuit fait
 de ceo. Et siccome est en
 Assise, &c. En mesme le
 manner est en brieve d'entree
 foundue sur disseisin, et en
 tous autres actions, ou les

enter, &c. by force of
 which lease the Plaintiff
 was seised in his demesne
 as of freehold, and that af-
 terwards the Rent was be-
 hind at such a feast, &c. by
 which the lessor entred
 into the land upon the pos-
 session of the lessee, and
 prayed the discretion of the
 justices, if this be a dis-
 seisin done to the Plaintiff
 or not. Then for that it
 appeareth to the Justices
 that this was no disseisin to
 the Plaintiff, insomuch as
 the entry of the Lessor was
 congeable on him; the
 Justices ought to give
 judgment that the Plaintiff
 shall not take any thing by
 his Writ of Assise. And so
 in such case the lessor shall
 be ayded, and yet no writ-
 ting was ever made of the
 Condition. For as well as
 the Jurors may have conu-
 sance of the lease, they
 also as well may have con-
 sance of the Condition
 which was declared and
 rehearsed upon the lease.

In the same maner it is
 of a feoffment in fee, or a
 Gift in taile, upon condi-
 tion, although no Writing
 were ever made of it. And
 as it is said of a Verdict at
 large in an Assise, &c. In
 the same manner it is of a
 Writ of Entry founded up-
 on a disseisin, and in all

Justices

Justices voient prendre le verdict a large y la ou tiel verdict a large est fait, la manner del entry enquire est mis en lissue, &c.

Item en tiel case lou Enquest poit dire leur verdict a large, s'ils voient prendre sur eux le Connaissance de la ley sur le matter, ils payent dire leur verdict generalment, come est mis en leur charge, come en le case avandit, ils poient bien dire, que le Lessor ne disseisa pas le Lessee, s'ils voient, &c.

Item en mesme le case si le case fuit tiel, que apres ceo que le Lessor avoit enter pur default de payment, &c. que le Lessee ust enter sur le Lessor et luy disseisist, en cest case si le Lessor arraign un Assise envers le Lessee, le Lessee luy poit barre del Assise. Car il poit pleader envers luy en bar coment le Lessor que est Plaintiff fist un Lease al Defendant pur terme de sa vie, savont le reversion al Plaintiff, quel est bone plea en Barre, en tant que il conust le reversion estre al Plaintiff, en cest case le Plaintiff nad aucun matter de luy ayle forsque le condition fait sur le Leas, et ceo il ne poit pleader pur ceo que il

other actions where the Justices will take the Verdict at large, there where such verdict at large is made, the manner of the whole entry is put in the Issue, &c.

Also in such case where the Enquest may give their verdict at large, if they will take upon them the knowledge of the Law upon the matter, they may give their verdict generally as is put in their charge, as in the case aforesaid they may well say, that the lessor did not disseise the Lessee, if they will, &c.

Also in the same case, if the case were such, That after the Lessor had entered for default of payment, &c. that the Lessee had entered upon the Lessor, and him disseised; in this case, if the Lessor, arraign an Assise against the Lessee, the Lessee may bar him of the Assise: for he may plead against him in barie, how the Lessor who is Plaintiff made a lease to the Defendant for term of his life, saving the Reversion to the Plaintiff, which is a good plea in barre, insomuch as he acknowledges the reversion to be to the Plaintiff. In this case the Plaintiff hath no matter to ayd himself, but the condition made upon the lease,

nad aucun escripture de ceo. Et entant que il ne poit responder al barr, il serra barre. Et issint en cest case poyes veier que home est disseisne, et uncore il navera Assise. Et uncore si le Lessee soit Plainriff, & le Lessor Defendant, il barrera le Lessee per verdict de assise, &c. Mes en cest case lou le Lessee est Defendant, si il ne veile plead le dit plea en Barre, mes plead nul tort, nul disseisin, donques le lessor recouvrera per assise, Causa qua supra.

Item, pur ceo que tialx conditions sont plus communement mis & especifies en fauts endentes, aucun petit chose serra icy dit (a toy mon frs) de endenture et de fait Poll concernants conditions. Et est a sçavoir, que si l'indenture soit bipartite, ou tripartite, ou quadripartite, tous les parties de l'indenture ne sont que un fait en ley, et chescun part de l'indenture est de auxy grande force et effect, sicome tous les parts ensemble.

Et feaſance de Indenture est en deux maners. Un est de faire eux en le tierce person. Un autre est de faire eux en le primer

and this he cannot plead, because he hath not any writing of this: and inasmuch as he cannot answer the bar, he shall be barred. And so in this case you may see that a man is disseised, and yet he shall not have assise. And yet if the lessee be plaintiff, and the lessor Defendant, he shall bear the lessee by verdict of the assise, &c. but in this case where the lessee is defendant, if he will not plead the said plea in bar, but plead *nil tort. nul disse.* then the lessor shall recover by assise, *Causa qua supra.*

And for that such conditions are most commonly put and specified in deeds indented, somewhat shall here be said (to thee my son) of an Indenture, and of a Deed Poll concerning Conditions. And it is to be understood, that if the Indenture be bipartite, or tripartite, or quadripartite, all the parts of the Indenture are but one Deed in Law, and every part of the Indenture is of as great force and effect as all the parts together be.

And the making of an Indenture is in two manners. One is to make them in the third person. Another is to make them in the person.

person. Le feaſance en le tierce perſon eſt come en tiel forme.

Hæc Indentura facta inter R. de P. ex una parte, & V. de D. ex altera parte, Teſtatur, quod prædictus R. de P. dedit & conceſſit, & hæc præſent carta indentata confirmavit præfato V. de D. talem terram, &c. Habendum & teneſſum, &c. ſub conditione, &c. In cujus rei teſtimonium partes prædictæ ſigilla ſua præſentibus alternatim appoſuerunt. *Viſ ſic:* in cujus rei teſtimonium uni parti huius Indenturæ penes præſatum V. de D. remanenti, prædict' R. de P. ſigillum ſuum appoſuit, alteri vero parti ejuſdem Indenturæ penes R. de P. remanenti idem V. de D. ſigillum ſuum appoſuit, Dat. &c.

Tiel Endenture eſt appellee ture fait en le tierce perſon, par ceo que les Verbes, &c. ſont en la tierce perſon. Et tiel forme d'indentures eſt de plus ſure feaſance, par ceo que eſt plus communement uſe, &c.

Le feaſance de Indenture en le primer perſon eſt come en tiel forme. Omnibus Chriſti fidelibus ad quos

fiſt perſon. The making in the third perſon is as in this form.

This Indenture made between R. of P. of the one part, and V. of D. of the other part Witneſſeth, That the ſaid R. of P. hath granted, and by this præſent Charter indented, confirmed to the aforeſaid V. of D. ſuch Land, &c. To have and to hold, &c. upon Condition, &c. In Witneſſe whereof the parties aforeſaid to theſe præſents interchangeably have put their Seals. Or thus: In witneſſe whereof, to the one part of this Indenture, remaining with the ſaid V. of D. the ſaid R. of P. hath put his Seal; and to the other part of the ſame Indenture remaining with the ſaid R. of P. the ſaid V. of D. hath put his Seal, Dated, &c.

Such an Indenture is called an Indenture made in the third perſon, becauſe the Verbs, &c. are in the third perſon And this form of Indentures is the moſt ſure making, becauſe it is moſt commonly uſed, &c.

The making of an Indenture in the fiſt perſon, is as in this form: To all Chriſtian people to whom præ-

presentes literæ indentata pervenerint. A. de B. salutem in Domino sempiternam. Sciatis me dedisse, concessisse, & hac presenti carta mea indentata confirmasse C. de D. talem terram, &c. *Vel sic*: Sciant presentes & futuri, quod ego A. de B. dedi, concessi, & hac presenti charta mea indentata confirmavi C. de D. talem terram, &c. Habendum & tenendum, &c. sub conditione sequenti, &c. In cuius rei testimonium tam ego prædict. A. de B. quam prædict. C. de D. his Indenturis sigilla nostra alternatim apposuimus. *Vel sic*: In cuius rei testimonium ego præfatus A. uni parti hujus Indenturæ sigillum meum apposui, alteri vero parti ejusdem Indenturæ prædict. C. de D. sigillum suum apposuit, &c.

Et il semble que tel indenture que est fait en le primer person est auxy bon en la ley, sicome l'indenture fait en le tierce person, quant ambideux parties ont a ceo mise leur seals: car si l'indenture fait en le tierce person, ou en le primer person mention soit fait que la grant

these presents indented shall come, A. of B. sends greeting in our Lord God everlasting. Know ye me to have given, granted, and by this my present Deed indented, confirmed to C. of D. such land, &c. Or thus: Know all men present and to come, that I A. of B. have given, granted, and by this my present Deed indented, confirmed to C. of D. such land, &c. To have and to hold, &c. upon Condition following, &c. In witness whereof, as well I the said A. of B. as the aforesaid C. of D. to these Indentures have interchangeably put our Seals. Or thus: In witness whereof I the aforesaid A. to the one part of this Indenture have put my Seal, and to the other part of the same Indenture, the said C. of D. hath put his Seal, &c.

And it seemeth that such Indenture which is made in the first person is, as good in Law as the Indenture made in the third person, when both parties have put to their seals; for in the Indenture made in the third person, or in the first person, mention be made that the

avoir mise seulement son
seal, et nemy le grantee,
dunque est l'indenture
tant seulement le fait le
grantor. Mes lou menti-
on est fait que le grantee
ad mis son seale a l'inden-
ture, &c. dunque est
l'indenture auxy bien le
fait le grantee come le fait
le grantor. Issint il est le
fait dambideux, et auxy
chescun part de l'inden-
ture est le fait dambideux
parties en riel case.

Item se estate soit fait
per Indenture a un home
par terme de sa vie, le re-
mainder a un autre en fee
sur certain condition, &c.
Et si le tenant a terme de
vie avoit mis son seale al
part de l'indenture, &
put morast; et il que est
en le remainder enter en
la terre per force de son
remainder, &c. en cest
cas il est tenu de perfor-
mer rous les conditions
comprise en l'indenture, si-
come le tenant a terme de
vie, devoit fair en sa vie,
Et unch. e ce nuy en le re-
mainder ne unquys en seale
ascun part del indenture.
Mais la cause est, que en-
tant que il enter & a-
greed desir les terres per
force del indenture, il est
tenu de performer les
conditions deus mesme
l'indenture si voite a-

Grantor only hath put his
seal, and not the Gran-
tee, then is the Indenture
only the deed of the Gran-
tor. But where mention is
made that the Grantee
hath put to his seal to the
Indenture, &c. then is the
Indenture as well the deed
of the Grantee as the deed
of the Grantor. So is it
the deed of them both;
and also each part of the
Indenture is the deed of
both parties in this case.

Also if an estate be made
by Indenture to one for
term of his life, the re-
mainder to another in fee
upon a certain condition,
&c. and if the Tenant for
life have put his seal, to
the part of the Indenture,
and after dieth, and he in
the remainder entreth into
the land by force of his re-
mainder, &c. In this case
he is tied to perform all
the condition comprised
in the Indenture, as the
tenant for life ought to
have done in his life
time, and yet he in the
remainder never sealed
any part of the Inden-
ture. But the cause is,
for that inasmuch as he
entred and agreed to have
the lands by force of the
Indenture, he is bound to
perform the conditions
within the same Indenture,

ver la terre, &c,

if he will have the land,
&c.

Item si feoffment soit fait per fait Poll sur condition, et pur ceo que le condition nest pas performe, le feoffor entra et happa la possession de la fait Poll, si le feoffee port un action de cel entry envers le feoffor, il ad este question si le feoffor poit pleder le condition per le dit fait Poll encounter le feoffee. Et ascuns ont dit que non, entant qua il semble a eux qua un fait Poll & le proprietie de mesme la fait appertinent a celui a que le fait est fait, et nemy a celui que fist le fait. Et entant queziel fait ne atient al feoffor, il semble a eux que il ne poit pas ceo pleder. Et auters ont dit le contrarie, et ont monstre divers causes. Un est, si le case fuitziel, que en action perentier eux, si le feoffee pleder mesme le fait & monstre est al Court, en cest cas entant que le fait est en Court, le feoffor poit monstrier al Court coment en le fait sont divers conditions destre performes de le part le feoffee, &c. et pur ceo que ils ne fueront performes, il enter, &c. et a ceo il serra rescive. Per mesme le raison quant le

Also if a feoffment be made by deed Poll upon condition, and for that the condition is not performed, the feoffor entreth and getteth the possession of the deed Poll, if the feoffee brings an action for this entry against the feoffor, it hath been a question, if the feoffor may plead the condition by the said deed Poll against the feoffee. And some have said he cannot, inasmuch as it seems unto them that a deed Poll and the property of the same deed belongeth to him to whom the deed is made, and not to him which maketh the deed. And inasmuch as such a deed doth not appertain to the feoffor, it seems unto them that he cannot plead it. And others have said the contrary, and have shewed divers reasons: one is, if the case were such that in an action between them, if the feoffee plead the same deed, and shew it to the Court, in this case, inasmuch as the deed is in Court, the feoffor may shew to the Court how in the deed there are divers conditions to be performed of the part of the feoffee,

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feoffor ad le fait en poigne, et ceo monstra a le Court, il serra bien resceive de ceo pleder, &c. et nosment quant le feoffor est privy al fait, car couvent estre privy al fait quant il fist le fait, &c.

Auxy si deux homes font un trespas a un autre, le quel release a un de eux per son fait, tous actions personals, et nient obstant il suist action de trespas envers l'autre le defendant bien poit monstrier que le trespas fuit fait per luy et per un autre son compaignon, et que le Plaintiff per son fait que il monstre avant releffa a son compaignon tous actions personals, judgement si action, &c. Et uncore tiel fait appartient a son compaignon, et nemy a luy, mes par ceo que il poit aver advantage par le fait si voit monstrier le fait al Court, il poit ceo bien pleder, &c. Per mesme le reason poit le feoffor en l'autre cas quant il doit aver advantage per le condition compris deins le fait Poll.

&c. and because they were not performed, he entred, &c. and to this he shall be received. By the same reason when the feoffor hath the deed in hand, and shew this to the Court, he shall well be received to plead it, &c. and namely, when the feoffor is privy to the fait; for he must be privy to the deed when he makes the deed, &c.

Also if two men do a trespasse to another, who releases to one of them by his Deed all actions personals, and notwithstanding sueth an action of trespasse against the other, the defendant may well shew that the trespasse was done by him, and by another his fellow, and that the Plaintiff by his deed (which he sheweth forth) released to his fellow all Actions personals, and demand the judgment, &c. and yet such deed belongeth to his fellow, and not to him; but because he may have advantage by the deed if he will shew the Deed to the Court, he may well plead this, &c. by the same reason may the feoffor in the other case when he ought to have advantage by the condition comprised within the Deed Poll.

Auxy

Auxy. si le feoffee donast ou grantast le fait Poll al feoffor, iel grant serra bone, & dougues le fait & le propriete del fait appartient al feoffor, &c. Et quant le feoffor ad le fait en poigne, & est plead al Court, il serra plus tost entendue que il vient al fait per loyal meane, que per tortious meane. Et issint a eux semble que le feoffor poit bien pleader iel fait. polle que comprend condition, &c. sil ad le fait en poigne. Ideo semper quere de dubiis, quia per rationes pervenitur ad legitimam rationem, &c.

Estates que homes ont sur condition en ley, sont tiels estates que ont un condition per la ley a eux annex, coment que ne soit specifie en escripts. Sicome home grant per son fait a un autre loffice de Parkership de un park a auter et occuper mesme loffice pur terme de son vie, lestate que il ad en loffice est sur condition en ley, cestascavoir, que le parker bien et loyalment gardera le park, et serra ceo que a iel office appartient a faire, ou autrement bien li roit al grantor et a ses heires de luy ouste, & de

Also if the fooffee granteth the deed to the feoffor, such grant shall be good, and then the deed and the property thereof, belongeth to the feoffor, &c. and when the feoffor hath the deed in hand, and is pleaded to the Court, it shall be rather intended that he cometh to the Deed by lawful means, then by a wrongful mean: and so it seemeth unto them, That the feoffor may well plead such Deed Poll which compriseth the condition, &c. if he hath the same in hand. Ideo semper quere de dubiis; quia per rationes pervenitur ad legitimam rationem, &c.

Estates which man have upon condition in Law, are such Estates which have a Condition by the law to them annexed, albeit that it be not specified in writing. As if a man grant by his Deed to another the office of Parkership of a Park, to have and occupy the same office for term of his life, the estate which he hath in the office is upon Condition in Law, to wit, that the Parker shall well and lawfully keep the Park, and shall do that which to such office belongeth to do, or otherwise it shall be lawful to

*Grants ceo a un autre
fit voir, &c. Et si tel con-
dition que est entendus per
la ley estre annexe a ascun
chose, est auxy fort sicome
la condition fuisset mis en
escript.*

*En mesme le manner
est de grantees d'offices de
sénéchal, Constablar, Be-
delary, Bayliwick, ou
autres offices, &c. Mes
si tel office soit grant a un
home, a aver et occuper
per luy ou son deputy, don-
que si l'office soit occupy
per luy, ou per son depu-
ty, sicome il devoit per la
ley estre occupy, ceo suffist
pur luy, ou auterment le
grantor & ses heirs poient
ouste le grantee come est a-
vant dit.*

*Item estates de terres
ou tenements purront estre
sur condition en ley, co-
ment que sur destate fait
ne fust ascun mention ou
rehearsal fait de le conditi-
on. Sicome mittimus que
un leas soit fait a le baron,
et a sa femme, a aver et te-
ner a eux durant le couver-
ture enter eux, en cest cas
ils ont estate pur terme
de leur deux vies sur con-
dition en ley, sc. si un de
eux devie, ou qui divorce
soit fait enter eux, don-
que bien tirroit a le Les-*

the Grantor and his heirs
to oust him, and to grant it
to another if he will, &c.
And such condition as is
intended by the Law to be
annexed to any thing, is
as strong as if the con-
dition were put in wri-
ting.

In this manner it is of
grants of the Offices of
Steward, Constable, Be-
delarie, Bayliwick, or o-
ther Offices, &c. But if
such Office be granted to a
man to have and to occupy
by himself or his deputy,
then if the office be occu-
pied by him or his deputy,
as it ought by the Law to
be occupied, this sufficeth
for him, or otherwise the
grantor and his heirs may
ouste the Grantee, as is a-
foresaid.

Also estates of lands or
tenements may be made
upon condition in law, al-
beit upon the estate made
there was not any mention
or rehearsal made of this
condition. As put the case
that a lease be made to the
husband and wife, to have
and to hold to them du-
ring the coverture between
them; In this case they
have an estate for term
of their two lives upon
condition in law, sc. if
one of them die, or that
there be a divorce between
for

for et a ses heires dentrer,
Et c.

Et que ils ont estate pur
 terme de leur deux vies,
 Probatur sic, c'escun bo-
 me que ad estate de frank-
 tenement en ascun ibores
 ou tenements, ou il ad e-
 state en fee, ou en fee tail,
 ou pur terme de sa vie de-
 mesne, ou per terme dau-
 ter vie, & per tiel lease
 ils ont franktenement, mes
 ils nont pur cest grant fee,
 ne fee taile, ne pur terme
 dauter vie, Ergo ils ont
 estate pur terme de leur
 vies, mes ceo est sur con-
 dition en ley, en le forme
 avantdit, et en cest cas
 s'ils fieront wast, le feoffor
 avera envers eux briefe de
 wast supposant per son
 briefe, Quod tenet ad
 terminum vitæ, &c. mes
 en son count il declare co-
 mient et en quel maner le
 leas fuit fait.

En mesme la maner est,
 si un Abbe fait un Lease a
 un home, a aver & tener
 a luy durant le temps que
 le lessor est Abbe, en cest
 case le Lessee ad estate pur
 terme de sa vie demesne,
 mes ceo est sur condition
 en ley, scil. que si labbe
 resigna, ou soit depose,
 que rien liroit a son

tiem, then it shall be law-
 full for the lessor and his
 heirs to enter, &c.

And that they have an
 estate for term of their two
 lives, is proved thus; e-
 very man that hath an e-
 state of freehold in any
 lands or tenements, either
 he hath an estate in fee, or
 in fee tail, or for term of
 his own life, or for term
 of another mans life, and
 by such a lease they have
 a freehold: but they have
 not by this grant fee, nor
 fee tail, nor for term of
 anothers life, Ergo, they
 have an estate for term of
 their own lives; but this
 is upon condition in Law
 in form aforesaid; and in
 this case, if they shall do
 wast, the feoffor shall have
 a writ of waste against
 them; supposing by his
 writ, Quod tenet ad termi-
 num vitæ, &c. but in his
 count he shall declare
 how, and in what manner
 the lease was made.

In the same manner it
 is, if an Abbot make a
 lease to a man for years,
 to have and to hold to him
 during the time that the
 Lessor is Abbot; in this
 case the lessee hath an E-
 state for term of his own
 life: but this is upon con-
 dition in Law, scil. That
 if the Abbot resign or be
 succes-

successor d'entrer, &c.

deposed, that then it shall be lawful for his successor to enter, &c.

Item homo potest veier en le Livre D'assise, viz. an. 38. E. 3. p. 3. un plea D'assise en cest forme que ensuist, scil. Un Assise de Novel Disseisin auter foies fuit portavers A. que pleda al Assise, & trouve fuit per verdict, que Laurenceur le Plaintiff devisa ses tenements a vendre par le Defendant que fuit son Executor, et de faire distribution des deniers par son alme: Et fuit trouve que maintenant apres la mort le Testator, un homme luy rendist certain somme de deniers par les Tenements, mes non pas al value, & que le Executor puis avoit tenu les Tenements en sa main demesne par deux ans, al intent de les vender plus chier a aucun auter, & trouve fuit que il avoit tout temps prist les profits de les Tenements a son use demesne sans rien faire par l'alme le mort, &c. Moubray Justice disoit, Executor en tiel case est tenu par la ley a faire le vender a plus tost que il porroit apres la mort son Testator, et trouve est que il refuse de faire vendre, & issint il avoit un de-

Also a man may see in the Book of Assises, An. 38. E. 3. p. 3. a plea of Assise in this form following, scil. An Assise of Novel Disseisin was sometime brought against A. who pleaded to the Assise; and it was found by verdict, that the Anceltour of the Plaintiff devised his Lands to be sold by the Defendant who was his Executor; and to make distribution of the money for his Soul. And it was found, That presently after the death of the Testator, one tendred to him a certain somme of money for the Lands, but not to the value, and that the Executor afterwards held the lands in his own hands two years, to the intent to sell the same dearer to some other; and it was found that he had all the time taken the profits of the lands to his own use, without doing any thing for the Soul of the deceased. &c. Moubray Justice said, The Executor in this case is bound by the Law to make the sale as soon as he may after the death of his Testator, and it is found that he refused to
faulx

fault en luy, et issint per force del devise il fuist tenuz dan' mis zouts le profits avenants de les Tenements al use le mort & trouve est que il ad prise a son use demesne, et issint auter default en luy; Per que fuit adjudge que le Plaintife recovers. Et issint appiert per le dit judgement, que per force del dit devise, l'executor n'avoit Estate ne poyer en les Tenements, forsque sur condition in ley.

Et multes autres choses et cases y sont destates sur condition en la ley, & en tiels cases il ne besoigne d'aver monstre ascun fait, rehearsing la condition pur ceo que la ley en luy mesme purport le condition, &c.

Ex paucis dictis intendere plurima possis.

Plus sera dit de Conditions en le prochain Chapter, en le Chapter de Releases, et en le Chapter de Discontinuance.

make sale, and so there was a default in him, and so by force of the Devise he was bound to put all the profits coming of the lands to the use of the dead, and it is found that he took them to his own use, and so another default in him. Wherefore it was adjudged, That the Plaintiff should recover. And so it appeareth by the said Judgement, That by force of the said Devise the Executor had no Estate nor power in the Lands, but upon condition in Law.

And many other things there are of Estates upon Condition in Law, and in such cases he needed not to have shewed any Deed, rehearsing the condition, for that the Law it self purporteth the condition, &c.

Ex paucis dictis intendere plurima possis.

More shall be said of Conditions in the next Chapter, in the Chapter of Releases, and in the Chapter of Discontinuance.

CHAP. VI.

Descents que tollent Entries.

Descents que tollent entries sont en deux maners, cest a sçavoir; ou descent est en fee ou en fee tail. Descents en fee q; tollent entries, sicome home seise de certaine terres ou tenements est pur un autre disseise, et le disseisor ad issue et morust de tiol estate seise, ore les tenements descendant al issue del disseisor per course de la ley come heire a luy: Et pur ceo que la ley mette les terres ou tenements sur lissue per force del descent, issint que lissue vient a les tenements per course de ley, et nehy per son fait demesne, l'entrie le disseisee est tolle, et il est mis de fuer un brieve Dentre sur disseisin envers le heire le Disseisor, de recouperer la terre.

Descents en tail que tollent entries sont, sicome home est disseise, et le disseisor dona, mesma la terre a un autre en le taile, Et le tenant en le tail ad

Descents which toll entries are in two manners, to wit, where the descent is in fee, or in fee tail. Descents in fee which toll entries, are as if a man seised of certain lands or tenements is by another disseised, and the disseisor hath issue, and dieth of such estate seised, now the Lands descend to the issue of the disseisor by course of Law, as heir unto him. And because the law cast the lands or Tenements upon the issue by force of the descent; so as the issue cometh to the lands by course of law, and not by his own Act, the entry of the Disseisee is taken away, and he is put to sue a Writ of Entry sur disseisin against the heir of the Disseisor, to recover the land.

Descents in tail which take away entries are, as if a man be disseised, and the disseisor giveth the same land to another in tail, and the tenant in tail

issue

issue, et morust de tiel estate seise, et l'issue enter, en cest case l'entree le disseisee est tolle, & il est mis de suer envers l'issue de le tenant en taile un brieve d'entree sur disseisin.

Et nota que en tiels descents, que tollent entrees, il covient que home morust seise en son demesne come de fee, ou en son demesne come de fee taile; Car un morant seise pur terme de vie, ne pur terme d'auter vie, ne unques tollent entree.

Item un Descent de reversion, ou de Remainder, ne unques tollent entree: issint que en tiels cases que tollent entrees, per force de descents, il covient que celui qui morust seise ad Fee et Franktenement al temps de son morant, ou Fee taile et Franktenement al temps de son morant, ou auterment tiel descent ne tolle entree.

Item come est dit de Descents que descendent al issue de ceux qui moront seises, &c. Mesma la Ley est loe ils nont ascendant issue, mes les Tenements descendent al frere, soer, uncle, ou auter cousin de celui qui morust seise.

hath issue and dieth of such Estate seised, and the issue enter; in this case the entry of the disseisee is taken away, and he is put to sue against the issue of the tenant in tail a writ of Entry sur disseisin.

And note that in such Descents which take away entries, it behoveth that a man die seised in his demesne as of fee, or in his demesne as of fee tail; for a dying seised for term of life, or for term of another mans life, doth never take away an entry.

Also a Descent of a Reversion, or of remainder, doth not take away an entry. So as in those cases which take away entries by force of Descents, it behoveth that he dieth seised of Fee and Freehold at the time of his decease, or of Fee tail and Freehold at the time of his death; or otherwise such Descent doth not take away an Entry.

Also as it is said of descents which descend to the issue of them which die seised, &c. the same Law is where they have no issue, but the Lands descend to the Brother, Sister, Uncle, or other Cousin of him which dieth seised.

Item si soit Seigneur & Tenant, et le Tenant soit disseise, & le disseisor aliena a un autre en fee, et l'alienee devie sans heir et le Seigneur enter come en son escheat; en cest case le Disseisee poit entrer sur le Seigneur, pur ceo que le Seigneur ne vient a le Terre per discent, mes per voy escheat.

Item si home seise de certain Terre en Fee, ou en Fee taile, sur condition de render certain rent, ou sur autre condition, comment que tiel Tenant seise en fee, ou en fee taile, marist seise, uncore si le condition soit enfreint en leur vies, ou apres leur decease, ceo ne tollera pas l'entry del Feoffor, ou del Donor, ou de leur heires, pur ceo que le Tenancie est chargee ove le condition, & le estate del Tenant est conditional en quecunque mains que le Tenancie vient, &c.

Item si tiel Tenant sur condition soit disseise & le disseisor devie ent seise, et la terre descendist al heir le disseisor, ore le entry le tenant sur condition, que fust disseise est toll: Mes uncore si le condition soit enfreint, dunque poit le Feoffor ou le

Also if there be Lord and Tenant, and the Tenant be disseised, and the Disseisor alien to another in Fee, and the Alience die without issue, and the Lord enter as in his Escheat. In this case the Disseisee may enter upon the Lord, because the Lord cometh not to the Land by Descent, but by way of Escheat.

Also if a man be seised of certain Land in fee, or in Fee tail, upon condition, to render certain rent, or upon other condition, albeit such Tenant seised in Fee or in Fee Tail, dyeth seised, yet if the condition be broken in their lives, or after their decease, this shall not take away the entry of the Feoffor or Donor, or of their heirs, for that the Tenancie is charged with the Condition, and the state of the Tenant is conditional, in whose hands soever that the Tenancie cometh, &c.

Also if such Tenant upon condition be disseised, and the Disseisor die thereof seised, and the land descend to the Heir of the Disseisor, now the entry of the Tenant upon Condition, who was disseised, is taken away. Yet if the Condition be broken, the

Donor

Donor que fierent estate Feoffor or the Donor
sur condition, ou pour which made the estate up-
heires entrer, Causa qua on - Condition, or their
supra. heirs, may enter. *Causa*
supra.

Item si un disseisor de- Also if a Disseisor die
vis seise, &c. et son seised, &c. and his heir
heire enter, &c. la quel enter, &c. who endows the
endowa la feme le disseisor wife of the Disseisor of the
de la tierce part de les te- third part of the Land, &c.
nements, &c. En cest cas In this case as to this part
quant a cest tierce part which is assigned to the
que est assigne a la feme wife in Dower, presently
en dower maintenant a- after the wife entreteth and
pres ceo que le feme enter, hath the possession of the
& ad le possession de mes- same third part, the dis-
me la tierce part, le dis- seisee may lawfully enter
seisee poit loyallyment enter upon the possession of the
sur la possession le feme en Wife into the same third
mesme la tierce part. Et part. And the reason is,
la cause est, pur ceo for that when the Wife
que quant la feme ad son hath her dower, she shall
dower, el serra adjudge be adjudged immediately
eins immediate per son ba- ly by her husband and not
ron, et nemy per le heire, by the Heir. And so as to
et issint quant a le frank- the Freehold of the same
tenement de mesme la ti- third part, the Descent is
erce part, le Descend est defeated. And so you may
defeate. Et issint poies see that before the endow-
veir, que devant le en- ment the Disseisee could
dowment le disseisee ne not enter into any part,
poit enter en ascun part, &c. and after the endow-
&c. et apres l'endowment ment he may enter upon
il poit enter sur la fee, the wife, &c. but yet he
&c. mesme il ne poit cannot enter upon the o-
enter sur les autres ther two parts which the
deux parts que le leire le Heir of the Disseisor hath
Disseisor ad per le Des- by the Descent.
cend.

Item, si un feme soit Also if a woman be seised
seise de terre en Fee, dont of land in fee, whereof i
jeo ay droit et titre d'an- have right and title to en-

del firs puisne, nient contristant le descent, pur ceo que quant le firs puisne abatist en la terre apres le mort son pier devant aucun entrie per le firs, eign fait, la ley intendra que il entra en claymant come heire a son pier, et pur ceo que leigne firs clayma per mesme le title, cestisfevoit, come heire a son pier, il et ses heires poient enter sur lissue de puisne firs, nient obstant le descent, &c. pur ceo que ils claymont per un mesme title. Et en mesme le manner il sera, si fueront plusors descents de un issue a un autre issue del puisne firs.

Mes en tel case, si le pier fuit seise de certaines terres en fee, et ad issue deux firs & devie, & leigne firs enter, et est seise, &c. et puis le puisne frere luy disseisist, per quel disseisin il est seise en fee, & ad issue, et de quel estate morust seise donques leigne frere ne poit entrer, mes est mis a son brieve Dentre sur disseisin, &c. de recouvrer la terre. Et la cause est, pur ceo que le puisne frere vient a les tenements per portions disseisin

upon the issue of the younger son notwithstanding the Descent, because that when the younger son abated into the land after the death of his Father, before any entry made by the eldest son, the Law intends that he entered claiming as heir to his Father. And for that the eldest son that claims by the same title, that is to say, as Heir to his Father, he and his Heirs may enter upon the issue of the younger son, notwithstanding the descent, &c. because they claim by the same title. And in the same manner it shall be, if there were more descents from one issue to another issue of the younger son.

But in this case if the Father were seised of certain lands in Fee, and hath issue two sons and die, and the eldest son enter and is seised, &c. and after the younger brother disseiseth him, by which disseisin he is seised in fee, and hath issue, and of this estate dieth seised, then the elder brother cannot enter, but is put to his Writ of Entry sur disseisin, &c. to recover the land. And the cause is, for that the younger brother cometh to the lands by wrongful dissei-

fait a son eigne frere, & sin done to his elder brother; and for this wrong per cel tort la Ley ne poit the Law cannot intend que il claim come heira a son pier, niens plus that he claimeth as heir is que un estrange person to his Father, no more que uft disseis leigne frere then if a stranger had disseised the elder brother re que n'avoit aucun tite, which had no tite, &c. &c. Et issint poyes veoir And so you may see the diversity where the younger pier devant afeun ontre brother entred after the fait por leigne frere en death of the Father, before tiel cas, & ou leigne frere many enry made by the re entred apres la mort. Jou elder brother in this case, pier, & puis est disseisiel and where the elder brother puisne frere, l'ou le elder enters after the death puisne frere puis morust of his father, and after is seist.

En mesme le maner est, In the same manner, it is, si home seist de certain hif a man seised of certain terre en fee ad issue de deux Land in fee, hath issue two filles et devie, leigne fille daughters and dieth, the ontra en la terre claymant eldest daughter entred in tout la terre a luy, & entred to the Land claiming all to solement puit les profits enter, and thercof onely take ad issue or morust seisteth the profits, and hath per que son issue enter, issue and dieth seised, by quel issue ad issue et devie which her issue enter, which seist, et le second issue enter, issue hath issue and dieth ter, & sic ultra, uncore seised, and the second issue le puisne fille ou son issue, enter; & sic ultra; yet the quant a le moietie poit on a younger daughter or her ter sur queunque issue de issue as to the moietie may leigne fille, nient obstant enter upon any issue what-sover of the elder daughter claimont per un mesme tite enter not withstanding such tite, &c. mes en tiel cas, discent, for that they claim si ambideux moers avoyent by one same tite, &c. but in enter apres la mort l'ou such case where both sisters Pier, et ont fueront seist have entred after the death

sies,

ses, et puis leigne Soer uſt diſſeſſe la puisne Soer de ceo que a luy aſſiere, et ent fait ſeiſſe en ſee et ad iſſue, et de tiel eſtate moriſt ſeiſſe, per que les Tenementz diſcendunt al Iſſue del eigne Soer, donque le puisne Soer, ne ſes heirs ne poient enter, *¶ C. Cauſa qua lupra, &c.*

Item ſi home eſt ſeiſſe de certaine Terre en ſee, *¶* Et ad iſſue deux ſis, *¶* Et leigne ſis eſt Baſtard, *¶* Et le puisne frere eſt mulier, et la Pier deſc, et le Baſtard enter enclaimant come heire a ſon pier, et occupia la terre tout ſa vie ſans aſcun entre fait ſur luy per le mulier, *¶* Et le Baſtard ad iſſue et moriſt ſeiſſe de tiel eſtate en ſee, et la Terre diſcendiſt a ſon Iſſue, et ſon Iſſue enter, *¶ C.* En ceſt caſe le mulier eſt ſans remedy, car il ne poit enter, ne aver aſcun Action pur recoverer la Terre, par ceo que eſt en ancienſt ley en tiel caſe uſe, *¶ C.*

Mes il ad eſtre loſunon de aſcuns, que ceo ſerra intendue lou le pier ad un ſis baſtard per un ſame, et puis eſponſa meſme la ſeme, et apres leſponſe

of their father, and were thereof ſeiſed, and after the eldeſt ſiſter had diſſeiſed the younger of her part, and was thereof ſeiſed in Fee, and hath Iſſue, and of ſuch Eſtates dieth ſeiſed, whereby the lands diſcend to the iſſue of the elder ſiſter, then the younger ſiſter nor her heirs cannot enter, *¶ C. Cauſa qua ſupra, &c.*

Alſo if a man be ſeiſed of certain lands in ſee, and hath Iſſue two ſons, and the elder is a Baſtard, and the younger Mulier, and the father die, and the Baſtard entreth claiming as heir to his Father, and occupieth the Land all his life, without any entry made upon him by the Mulier, and the Baſtard hath Iſſue and dieth ſeiſed of ſuch eſtate in Fee, and the Land diſcend to his Iſſue, and his Iſſue entreth, *¶ C.* In this caſe the Mulier is without remedy, for he may not enter, nor have any Action to recover the land, becauſe there is an ancienſt law in this caſe uſed, *¶ C.*

But it hath been the opinion of ſome, That this ſhall be intended wher the Father hath a Son Baſtard by a woman, and after married the ſame woman,

il ad issue per mesme la feme un firs, ou un file mulier, & puis le pier morust, &c. si tiel Bastard enter, &c. et ad issue et devie seise, &c. donque avra l'issue de tiel Bastard le Terre clairement a luy, come avant est dit, &c. et nemy aucun autre bastard la mere, que ne fuis unque espouse a son pier, & ceo semble bone et reasonable opinion. Car tiel Bastard ne devant espousels celebres perenter son pier et sa mere, per la Ley de Saint Eglise est Mulier, coment que per la Ley del Terre il est Bastard, et issint il ad un colour d'entrer come heire a son pier, par ceo que il est per un Ley mulier, &c. s. per la Ley de Saint Eglise. Mes auserment est de Bastard que nad aucun maner colour d'entrer come heire, entant que il ne poit per nul Ley estre dit mulier, car tiel Bastard est dit en la Ley, *Quasi nullius filius*, &c.

Mes en le case avant dit, tou le Bastard enter apres la mort le pier, et le mulier luy oust, et puis le Bastard disseist la mulier, et ad issue, et devie seise, et l'issue enter, donque la

and after the espousals he hath issue by the same woman a son or a daughter, and after the Father dieth, &c. if such Bastard enter, &c. and hath issue and die seised, &c. then shall the issue of such Bastard have the land clearly to him, as it is said before, &c. and not any other Bastard of the Mother which was never married to his Father, and this seemeth to be a good and reasonable opinion: for such a Bastard born before marriage celebrated between his Father and his Mother, by the Law of holy Church is Mulier, albeit by the Law of the Land he is a Bastard, and so he hath a colour to enter as heir to his Father, for that he is by one Law Mulier, s. by Law of holy Church. But otherwise it is of a Bastard which hath no manner of colour to enter as Heir, in so much as he can by no Law be said to be Mulier, for such a Bastard is said in the Law to be *Quasi nullius filius*, &c.

But in the case aforesaid, where the Bastard enter after the death of the Father, and the Mulier oust him, and after the Bastard disseise the Mulier, and hath issue and dieth
mulier

*mulier poit aver brieve
Dentre sur disseisin en-
vers l'issue del Bastard et
recouvera la terre, &c. Et
issint poies veier le diver-
sité lon viel Bastard con-
tinue possession tous sa vie
sans interruption, & lon
la mulier enter et inter-
rupt le possession de viel
Bastard, &c.*

*Item, si un enfant deins
age ad tiel cause de entry
en aucun terres ou tene-
ments sur un auter, que
est seise en fee, ou en fee
taile, de masme las terras
ou tenements, si tiel home
que est tiellement seise, mo-
rust de tiel estate seise,
& les terres descendent a
son issue durant le temps
que l'enfant est deins age,
tiel discent ne tollera lan-
dry l'enfant, mes que il
poit enter sur le issue que
est eins per discent, &c.
pur ceo que nul laches ser-
ra adjudge en un Enfant
deins age en tiel case.*

*Item, si le baron et sa
Feme come en droit la fe-
me ont title et droit den-
ter en tenements que un
auter ad en Fee, ou en fee
taile, et tiel Tenant mo-
rust seise, &c. en tiel
case lentre le Baron est
tolle sur le heire que est
eins per Discent. Mes si le*

seised, and the issue enter,
then the *Mulier* may have
a Writ of Entry sur disseisin
against the issue of the Ba-
stard and shall recover the
Land, &c. And so you may
see a diversity where such
Bastard continues the pos-
session all his life without
Interruption, and where
the *Mulier* entreth and in-
terrupts the possession of
such Bastard, &c.

Also if an Infant within
age hath such cause to en-
ter into any Lands or Te-
nements upon another,
which is seised in fee, or
in Fee tail of the same
Lands or Tenements, if
such man who is so seised,
dieth of such estate seised,
and the Lands descend to
the Issue, during the time
that the Infant is within
age, such discent shall not
take away the entry of the
Infant, but that he may
enter upon the issue which
is in by discent for that no
laches shall be adjudged in
an Infant within age in
such a case.

Also if Husband and
Wife, as in right of the
Wife, have title and right
to enter into lands which
another hath in fee, or in
fee tail, and such Tenant
dieth seised, &c. In such
case the entry of the Hus-
band is taken away upon
Baron

Baron devie, dunque la
Femme bien poit enter sur
l'issue que est eins per dis-
cent, pur cee que Laches
le Baron ne turnera la Fe-
me ne ses heires en prejui-
dice ne en damage en quel
cas, mes que la femme &
ses heires bien poient enter,
lou tel descent est eschue
durant la couverture.

Mes la Court tient, lou
tel tisle est done al feme
sole, que puis prent Baron,
que nentra pas, eins suf-
fer un Descent, &c. la
auter est, car sera dit la
folly le feme de prendre ti-
el baron que nentre en
temps, &c.

Item, si homo que est
de non sane memorie, que
est adire en Latin, Qui
non est compos mentis,
ad cause d'entrer afeuns
tiels teuevements, si tel Dis-
cent, ut supra, soit eue
en sa vie, durant le temps
que il fuit de non sane
memorie, et puis devia,
son heire bien poit enter
sur luy que est eins per
descent. Et en cest case
poyes veyer un cas, que le
heire poyet enter, et un-
sore son ancessor que avoit
mesme le tisle ne puiroit
enter. Car celuy que fuit

the heir which is in by
Descent: but if the Hus-
band die, then the Wife
may well enter upon the
Issue which is in by Dis-
cent, for that no Laches of
the Husband shall turn the
Wife or her heirs to any
prejudice, nor loss in such
case, but that the wife and
her heirs may well enter
where such Descent is es-
chued during the Cover-
ture.

But the Court holdeth,
where such title is given
to a feme sole, who after
taketh Husband which
doth not enter but suffer a
Descent, &c. there other-
wise it is; for it shall be
said the folly of the wife to
take such a husband which
entred not in time, &c.

Also if a man which is
non-sane memory, that is
to say in Latine, *Qui non est*
compos mentis, hath cause
to enter into any such te-
nements, if such descent,
ut supra, be had in his life
during the time that he
was not of sound memory,
and after dieth, his Heir
may well enter upon him
which is in by Descent.
And in this case you may
see a case where the Heir
may enter, and yet his An-
cestor which had the same
title could not enter. For
he which was out of his
bars

hors de sa memorie al temps de tiel discent, si voit enter apres tiel discent si action sur ceo soit sue envers luy, il n'ad riens pur luy a pleader, ou de luy ayder, mes adira que il fuit de non sane memorie al temps de tiel discent, &c. et a ceo ne serra il resceivre adire, par ceo que nul home de pleine age sera resceivre en aucun plea per la ley a disablar le person demesne, mes le heire bien poit disablar le person son auncetor par son advantage demesne en tiel cas, par ceo que nul laches poit estre adjudge per la ley en celui que ad nul discesion en tiel cas.

Et si tiel home de non sane memorie fait Feoffment, &c. il mesme ne poit enter ne aver briefe appelle Dum non fuit compos mentis, &c. cau. fa qua supra. Mes apres la mort, son briefe bien poit enter, ou aver le dit Briefe Dum non fuit compos mentis, a son election. Mesme la Ley est lon enfant deins age fait Feoffment, et devie son heire poit enter, ou aver un Briefe de Dum fuit infra etatem, &c.

Item, si jeo sue discesion per un enfant deins age,

memory at the time of such discent, if he will enter after such a descent, if an action upon this be sued against him, he hath nothing to plead for himself or to help him; but to say, that he was not of sane memory at the time of such Discent, &c. And he shall not be received to say this, for that no man of full age shall be received in any plea by the Law to disable his own person; but the Heir may well disable the person of his Ancestor for his own advantage in such case; for that no Laches may be adjudged by the Law in him which hath no discretion in such case.

And if such a man of Non sane memory make a Feoffment, &c. he himself cannot enter nor have a Writ called *Dum non fuit compos mentis*, &c. *causa qua supra*: but after his death his Heir may well enter or have the said Writ of *Dum non fuit compos mentis*, at his choice. The same Law is where an Infant within age maketh a Feoffment and dieth, his Heir may enter, or have a Writ of *Dum fuit infra etatem*, &c.

Also if I be disseised by an Infant within age, who

le quel aliena a un autre en fee, et l'alienee deuoit seife, et les Tenans descendent a son heire, estant l'enfant deins age, mon entry est tolle, &c.

Mes si l'enfant deins age enter sur le brieve que est entré per descent, come il bien poit sur ceo que mesme le descent fut durant son nonage, doncques eo bien puisse enter sur le disseisor, par ceo que per son entry il ad defeat et ancore le descent.

But if the Infant within age enter upon the Heir which is in by descent, as he well may, for that the same Descent was during his Nonage, then I may well enter upon the Disseisor, because by his entry he hath defeated and taken away the Descent.

En mesme le maner est bon jeo sue disseisor, et le disseisor fait Feoffment en fee sur condition, et le feoffee mors de riel estate seife, jeo ne purroy my entrer sur le heire feoffee mes si le Condition soit enfreint, issint que par bel cause le feoffor enter sur le heire, or jeo bien puisse enter, par ceo que quant le feoffor ou ses heires entrent par le condition enfreint le descent est ousterment defeat, &c.

In the same manner it is where I am disseised, and the disseisor make a feoffment in fee upon condition, and the Feoffee die of such estate seised, I may not enter upon the Heir of the Feoffee: but if the condition be broken, so as cause the Feoffor enter upon the Heir, now I may well enter, for that when the Feoffor or his Heirs enter for the Condition broken, the Descent is utterly defeated, &c.

Item, si jeo soy Disseisor, et le Disseisor ad issue et enter en Religion, per force de quel les Tenans descendent a son issue, en cest case jeo bien puisse enter sur l'issue, et uncore la suit un Descent.

Also if I be disseised, and the Disseisor hath issue and entreth into Religion, by force whereof the lands descend to his issue; in this case I may well enter upon the issue, and yet there was a dis-

mes

Mes pur ceo que riel dis-
scient vient al issue per fait
le pier, s. pur ceo que il
enter en Religion, &c. et
le Discent ne vient a luy
per fait de Dieu, seil. per
mort; &c. mon entre est
congeable. Car si jeo Ar-
rayne un Assise de Novel
Disseisin envers mon Dis-
seisor, coment que il puit
enter en religion, ceo ne
abate my mon brief (ceo
non obstant) estoyera en sa
force, et mon recovery
vers luy serra bone. Et
per mesme le reason le di-
scient que aveigne a son Is-
sue per son fait demesne
ne tollera moy de mon en-
trie, &c.

Item, si jeo lesee a un
home certain terres pur
terme de 20. ans, et un
auter moy disseisist, et ou-
sta le termor et devie sei-
sie, et les Tenements dis-
cendent a son heire, jeo
ne purroy enter, et uncore
le lessee pur terme dans bi-
en puit enter pur ceo que il
pur son entry ne ousta le
heir que est eins pur di-
scient de la Franktenement
que est a luy descendus mes-
siblement clame daver les
tenements pur terme dans,
le quel nest pas expulse-
ment de la franktenement
de la heire que est eins

scient: but for that such
discent cometh to the issue
by the A& of the Father, s.
for that he entered into Re-
ligion, &c. and the Discent
came not unto him by the
a& of God, (seilicet) by
death, &c. my entry is
congeable: for if I arraign
an Assise of Novel disseisin
against my Disseisor, al-
beit he after enter into Re-
ligion; this shall not a-
bate my Writ, but my
Writ (notwithstanding
this) shall stand in his
force, and my recovery a-
gainst him shall be good.
And by the same reason
the discent which cometh
to his issue by his own A&,
shall not take from me my
entry, &c.

Also if I let unto a man
certain lands for the term
of twenty years, and ano-
ther disseiseth me, and oust
the termor, and die seised,
and the Lands descend to
his Heir, I may not enter;
and yet the Lessee for
years may well enter, be-
cause that by his entry he
doth not ouste the heir
who is in by Discent of
the Freehold which is di-
scended unto him, but one-
ly claimeth to have the
Lands for term of years,
which is no expulsion from
the Freehold of the heir
who is in by Discent. But

per discent. Mes auter-
ment est au montenant a
terme de vie est disseise,
Causa pater, &c.

Item, il est dit que si
homo est seise de tene-
ments en fee per occupa-
tion en temps de guerre,
& ent morust seise on
temps de guerre, & les
Tenements descendent a
son heir, tiel discent ne
austera aucun home de son
entry, et de ceo home poit
viver en un ples sur un
brief de Aiel, An. 7. E. 2.

Item, que nul morant
seise (ou les tenements
viendront un auter per
succession) tollera l'entre
d'aucun person, &c. Come
de Prelates, Abbots, Pri-
ors, Deans, ou Person des-
glise, ou de auters corps
politike, &c. coment que
ils fueront xx. morants
seise, & xx. successors,
ceo ne tolle jammes aucun
home de son entry.

Plus serra dit de di-
scents en le prochain chap-
ter.

otherwise it is where my
Tenant for term of life
is disseised, Causa pater,
&c.

Also it is said that if a
man be seised of Lands in
fee by occupation in time
of Warre, and thereof di-
rectly seised in the time of
War, and the tenements
descend to his heir, such
discent shall not oust any
man of his entry; and of
this a man may see in a
Plea upon a Writ of Aiel,
An. 7 E. 2.

Also that no dying sei-
sed (where the tenements
come to another by succes-
sion) shall take away the
entry of any person, &c.
As of Prelates, Abbots,
Priors, Deans, or of the
Parson of a Church, or of
other bodies politike, &c.
albeit there were xx. dy-
ings seised, and xx. succes-
sors, this shall not put any
man from his entry.

More shall be said of Di-
scents in the next chap-
ter.

CHAP.

C
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CHAP. VII.

Continual Claim.

Continual claime est la lou home ad droit et tisle d'entrer en aucuns terres ou tenements dont autre est seise en fee, ou en fee saile, si cestuy que ad tisle d'entrer fait continual claime a les terres ou tenements devant le morant seise de celuy que tient les tenements, donque coment que ziel tenant morust ent seise, & les terres ou tenements descendront a son heire, uncore poit celuy que avoit fait ziel claim ou son heire, enter en les terres, ou tenements issint descendants, per cause de continual claime fait, nient contristiant le descent. Si come en case que homo soit disseise, et le disseisee fait continual claime a les tenements en la vie le disseisor, coment que le disseisor devie seise en fee, & la terre descendist a son heire uncore poit le Disseisee enter sur la possession

Continual claim is where a man hath right and title to enter into any lands or Tenements whereof another is seised in fee, or in fee tail, if he which hath title to enter makes continual claim to the Lands or Tenements before the dying seised of him which holdeth the Tenements, then albeit that such tenant dies thereof seised, and the lands or Tenements descend to his heir, yet may he who hath made such continual claim, or his heir, enter into the lands or tenements so descended by reason of the continual claim made, notwithstanding the Descent. As in case that a man be disseised, and the disseisee makes continual claim to the Tenements in the life of the disseisor, although that the disseisor, dieth seised in Fee, and the Land descend to his heir, yet may the

le leire, nient obstant le
discent.

En mesme le maner est,
si tenant a terme de vie a-
lien en fee, celuy on le re-
version, ou celuy en le re-
mainder poit enter sur
laliennee: et si tiel aliennee
deue seisie de tiel estare
sans continual claim fait a
les tenements devant le
morant seisie del aliennee,
et les tenements per cause
del morant seisie del alie-
nee, descendont a son heir,
donques ne poit celuy en le
reversion, ne celuy en le
remainder enter. Mes si
celuy en le reversion, ou
celuy en le remainder que
ad cause d'entre sur laliennee
fait continual claime a les
tenements devant le mo-
rant seisie del aliennee,
donques tiel home poit en-
ter apres la mort laliennee,
auxibien come il pouvoit en
sa vie.

Item, si terre soit leste
a un home pur terme de sa
vie, le remainder a un au-
ter a terme de vie, le re-
mainder a le tierce en fee,
si le Tenant a terme de vie
aliena a un auter en fee,
Et celuy en le remainder
pur terme de vie fait con-
tinual claime a la terre
devant le morant seisie da-
liennee, et puis laliennee mo-
rust seisie, et puis apres,

disseisee enter upon the
possession of the heir, not-
withstanding the discent.

In the same manner it is,
if Tenant for life alien in
Fee, he in the reversion or
he in the remainder may
enter upon the Alienee.
And if such Alienees dieth
seised of such estate with-
out continual claim made
to the Tenements before
the dying seised of the Ali-
enee, and the lands by rea-
son of the dying seised of
the Alienee discent to his
heir, then cannot he in
the reversion nor he in
the remainder enter. But
if he in the reversion or
in the remainder, who
hath cause to enter upon
the Alienee, make contin-
ual claim to the land be-
fore the dying seised of the
Alienee then such a man
may enter after the death
of the Alienee, as well as
he might in his life time.

Also if land be let to a
man for term of his life,
the remainder to another
for term of life, the re-
mainder to the third in fee,
if tenant for life alien to
another in fee, and he in
the remainder for life ma-
keth continual claim to
the Land before the dying
seised of the Alienee, and
after the aliennee dieth sei-
sed, and after he in the re-

celuy

*celuy en le remainder par
term de vie morust, de-
vaunt ascun entry fait pur
luy, en cest cas, celuy en
le remainder en Fee poit
enter sur heire le Ali-
nee, per cause de conti-
nual claime fait per luy
que avoit le remainder
pur terme de sa vie pur
ceo que tiel droit que il
auroit dentre, a'era &
remaindera a celuy en le
remainder apres luy, en-
tant que celuy en le re-
mainder en fee ne puissoit
pas enter sur l'alienee en
Fee durant la vie celuy en
le remainder per terme de
sa vie, et pur ceo que il
ne puissoit adonque faire
continual Claim. (Car
nul poit faire continual
claim, mes quant il ad ti-
le dentre, &c.)*

*Mes est a veier a toy
(mon fils) coment et en
quel maner tiel Continual
Claime serra fait, & ceo
bien apprendre trois choses
sont a intender. La. 1.
chose est, si hūme ad cause
dentre en ascuns terres ou
Tenements que sont en di-
vers Villes deins un mesme
Countie, fil enter en un
parcel de les terres ou Te-
nements que sont en un
Vile, en nosme de tous
ses terres ou Tenements as
queux il ad droit dentre
deins toutes les Villes de*

mainder for life die before
any entry made by him, in
this case he in the remain-
der in Fee may enter upon
the Heir of the Alienee, by
reason of the continual
claim made by him which
had the remainder for life,
because that such right as
he had of entry shall go
and remain to him in the
remainder after him, inso-
much as he in the remain-
der in Fee could not enter
upon the Alienee in Fee
during the life of him in
the remainder for life, and
for that he could not then
make continual claim. (For
none can make continual
claim but when he hath ti-
tle to enter, &c.)

But it is to be seen of
thee (my son) how and
in what manner such Con-
tinual Claim shall be
made; and to learn this
well, three things are to
be understood. The first
thing is, if a man hath
cause to enter into any
lands or Tenements in di-
vers Towns in one same
County, if he enter into
one parcel of the lands or
Tenements which are in
one Town, in the name of
all the Lands or Tene-
ments into the which he

*mesme la Countie, per
ziel entree il avera auxy
bonne possession, & seisin
de toutes terres ou tene-
ments dont il ad title den-
tree, comme il avoit enter
en fait en chescun parcel,
et ceo semble grand rea-
son.*

*Car si home voile ense-
offer un autre sans fait de
certaine terres ou tene-
ments, que il ad deins
plusours villes en un Coun-
tie, et il voile liverer sei-
sin al feoffee de parcel de
tenements deins un ville en
mesme de tous les terres
ou tenements que il ad en
mesme la ville, et en les
autres villes, &c. tous
les dits tenements, &c.
passont per force de le dit
livery de seisin a celui au-
quel feoffment en tel ma-
ner est fait, et uncore ce-
lui a que tel livery de
seisin fuit fait, n'avoit droit
en tous les terres ou tene-
ments en toutes les villes,
mes per cause de livery de
seisin fait de parcel de les
terres ou tenements en un
ville: A multo fortiori
il semble bone reason, que
quant home ad title den-
tree en les terres ou tene-
ments en divers villes de-
ins un mesme Countie de-
vant aucun entry per luy*

hath right to enter, within
all the Towns of the same
County: By such entry he
shall have as good a pos-
session and seisin of all
the Lands and Tenements
whereof he hath title of
entry, as if he had entred
indeed into every parcel;
and this seemeth great rea-
son.

For if a man will infe-
offe another without deed
of certain Lands or Tene-
ments which he hath in
many Towns in one Coun-
ty, and he will deliver sei-
sin to the feoffee of parcel
of the Tenements within
one Town in the name of
all the Lands or Tene-
ments which he hath in
the same Town, and in o-
ther Towns, &c. all the
said Tenements, &c. pass
by force of the said livery
of seisin to him to whom
such feoffment in such
manner is made; and yet
he to whom such livery of
seisin was made hath no
right in all the Lands or
Tenements in all the
Towns, but by reason of
the livery of seisin made of
parcell of the Lands or
Tenements in one Town,
A multo fortiori, it seemeth
good reason that when a
man hath title to enter in-
to the Lands or Tenements
in divers Towns in one
fait

fait, que per lentry fait per luy en parcel de les terres en un ville en le nosme de tous les terres et tenemens as queux il ad tite denter dains mesme le County, ceo vest un seisin de tous en luy, es per tiel entry il ad possession et seisin en fait, sicome il avoit enter en chescun parcel, &c.

Le second chose est a entendre, que si home ad tite denter en aucuns terres en tenemens, sil ne oFAST enter en mesmes les terres ou tenemens, ne en aucun parcel de ceo per doubts de battary, ou per doubts de mayhem, ou per doubts de mort, sil alast es approach aury pres la tenemens, come il oFAST par tiel doubts, et clame par parol les tenemens estre les soens, main'enant par tiel clame il ad un possession, et seisin en les tenemens, wuxy bien come sil nst enter en fait, coment que il n'avoit unque possession ou seisin de mesmes les terres ou tenemens devant ledit clame.

Et que la ley est tiel, il est bien prove per un plea dun assise en le Liber assise. An. 38 E. 3. P. 32. le tenor de quel ensuit en

same County, before entry by him made, that by the entry made by him into parcel of the Lands in one Town in the name of all the Lands and Tenements to which he hath title to enter within the same County, this shall vest a seisin of all in him; and by such entry he hath possession and seisin in Deed, as if he had entered into every parcel.

The second thing to be understood is, that if a man hath title to enter into any lands or tenements, if he dares not enter into the same Lands or Tenements, nor into any parcel thereof for doubts of beating, or for doubts of maiming, or for doubts of death, if he goeth and approach as near to the tenements as he dare for such doubts, and by word Claim the Land to be his, presently by such Claim he hath a possession and seisin in the Lands, as well as if he had entered indeed, although he never had possession or seisin of the same lands or tenements before the said Claim.

And that the Law is so, it is well proved by a plea of an Assise, in the Book of Assises, An. 38 E. 3. P. 32, the tenor whereof

riel forme. En le County de Dorset devant les Justices trouve fuit per verdict assise, que le Plaignise que avoit droit per descent de heritage daver les Tenements mis en plain, al temps del morant son ancestor fuit demurrant en le ville ou les tenements fueront, et par parolx claim les tenements onter ses vicines, mes pur doubz de mort il n'osa approcher les tenements, mes pors lassise, et sur cest matter trouve, azard fuit il recovers, &c.

La tierce chose est a entendre, deins quel temps & per quel temps le claim que est dit continual claim, servera et aidera celuy que fist le claim et ses heires. Et quant a ceo est asavoir, que celuy que ad title denter, quant il voyet faire son claim, si il n'ost approcher la terre donque il covient aler a la terre ou a parcel de ceo, et faire son claim, et si n'ost approcher la terre pur doubz a pavor de baterie, ou mayhem, ou mort, donques covient a luy daler & approcher auxy pres come il n'ost vers in

followeth in this manner. In the County of Dorset, before the Justices it was found by verdict of Assise, that the Plaintiff which had right by descent of Inheritance to have the Tenements put in plain, at the decease of the Ancestor was abiding in the Town where the Tenements were, and by parol claimed the Tenements amongst his Neighbors, but for fear of death he durst not approach the Tenements, but bringeth his Assise; and upon this matter found, it was awarded that he should recover, &c.

The third thing is to know within what time and by what time the Claim which is said continual Claim shall serve and aid him that maketh the claim, and his heirs. And as to this, it is to be understood, that he which hath title to enter, when he will make his Claim, if he dare approach the Land then he ought to go to the land, or to parcel of it, and make his Claim, and if he dare not approach the Land for doubt or fear of beating or maiming, or death, then ought he to go and approach as near as he dares towards the

terre, ou parcel de ceo, a faire son Claime.

Et si son adversary que oocupia le terre morust seise en fee, ou en fee taile deins le an et le jour apres tuel claim, per que les re-nements discendent a son ftes come heire a luy, un-core poit celuy que fist le claime entrer sur le possession le heire, &c.

Mes en cast cas apres lan et le jour que tuel claim fut fait, si le pere donques morust seise admaine procheine apres lan et le jour, ou un autre jour apres, &c. donques ne poit celuy que fist le claim entrer: et par ceo si celuy que fist le claime voit estre sur a tous temps que son entre ne jerra toll pes tuel discent, &c. il couvient a luy q; deins lan et le jour apres le primer claim fait, de fair un autre claim en le forme avandit. et deins lan et le jour apres le second claim fait, de fair le tierce claime en mesme le maner, et deins lan et le jour de le tierce claime de faire un autre claime, et issint ouster, cest a sçavoir, de faire, un claime deins chescun an et jour procheine apres chescun claim fait durant la vie son adversary, et donques, a que-

Land or parcel of it to make his Claim.

And if his adversary who oocupieth the land dyeth seised in fee, or in fee taile within the year and a day after such claim whereby the lands descend to his son as heir to him, yet may he which makes the Claim enter upon the possession of the heir, &c.

But in this case after the year and the day that such claim was made, if the Father then died seised the morrow next after the year and the day, or any other day after, &c. then cannot he which made the claim enter: And therefore if he which made the claim will be sure at all times that his entry shall not be taken away by such discent, &c. it behoveth him, that within the year and the day after the first claim made to make another claim in form afore-said, and within the year and the day after the second claim made, to make the third claim in the same manner, and within the year and the day after the third claim to make another claim, and so over, that is to say, to make a claim within every year and day next after every

enque temps que son adversary morust seise son entry ne serra tolle per nul tiel discent. Et tiel claim en tiel maner fait, est plus communement prise et nosme Continual Claim de luy que fist le Claim.

Mes uneors en le cas avantdit, lou son adversary morust deins lan et le jour procheine apres le claim, ceo est en Ley un Continual Claim entant, que l'adversary deins lan et le jour procheine apres mesme la claim morust. Car il ne besoigne a celuy que fist son claim de faire ascun autre claim, mes a quel temps que il voit deins n'elne lan & jour, &c.

Item, si l'adversary soit disseise deins lan & le jour apres tiel claim, et le disseisor ent morust seise deins lan et le jour, &c. tiel morant seise ne grievra my celuy que fist le claim mes que il poit enter, &c. Car queuncque soit que morust seise deins lan et le jour procheine apres tiel claim fait ceo ne grievra my celuy que fist le claim, mes que il poit enter, &c. comens que fuerent plusors morant

Claim made during the life of his adversary; and then at what time toever his adversary dieth seised, his entry shall not be taken away by any discent. And such claim in such manner made is most commonly taken and named Continual Claim of him which maketh the Claim, &c.

But yet in the case aforesaid, where his Adversary dieth within the year and the day next after the claim, this is in law a continual claim, insomuch as his adversary within the year and the day next after the same claim, dieth. For he which made his Claim, needeth not to make any other claim but at what time he will within the same year and day, &c.

Also, if the adversary be disseised within the year and the day after such claim, and the Disseisor thereof dieth seised within the year and the day, &c. such dying seised shall not grieve him which made the claim, but that he may enter, &c. For whatsoever he be that dyeth seised within the year and the day after such claim made, this shall not hurt him that made the claim but that he may enter, &c. albeit seise

*seife, et plusors Disceints
deins misme lan et le jour,
&c.*

*Item, si home soit dis-
seife, et le Disseisor mor-
rust seife deins lan & le
jour procheine apres le dis-
seisin fait, per que les
Tenements discedent a
son heire, en cest case len-
tree le Disseifee est toll,
et lan et le jour que
aidroit le Disseifee en tiel
case, ne serra pris de
temps de tite dentre a luy
accrue, mas tantselement
de temps del clame per
luy fait en le manuer a-
vantdis: et par cel cause
il serroit bone pur tiel dis-
seifee, pur faire son claim
en auxy breve temps que il
puissoit apres le disseisin,
&c.*

*Item, si tiel Disseisor
occupia la terre per xl.
ans, ou per plusors ans sans
aucun clame fait per le
disseifee, &c. Et le Dis-
seifee per petit space de-
vant le mort del Dissei-
sor fait un claim en le
forme avantdit, si issint
fortunast que deins lan et
le jour apres tiel claim le
Disseisor morust, &c.
lentry le Disseifee est con-
geable, &c. et pur ceo il
serroit bone pur tiel home
que ne fist claim que ad*

there were many dyings
seised, and many Disceints
within the same year and
day, &c.

Also if a man be dissei-
fed, and the disseisor dieth
seised, within the year and
day next after the Dissei-
sin made, whereby the Te-
nements descend to his
Heir, in this case the en-
try of the disseifee is taken
away; for the year and
day which should aid the
Disseifee in such case,
shall not be taken from the
time of title of entry ac-
crued unto him, but only
from the time of the claim
made by him in manner a-
foresaid: and for this
cause it shall be good for
such disseifee to make his
claim in as short time as
he can after the Disseisin,
&c.

Also, if such Disseisor
occupieth the lands forty
years, or more years,
without any claim made
by the Disseifee, &c. and
the Disseifee a little before
the death of the Disseisor
makes a claim in the form
aforesaid; if so it fortu-
neth, that within the year
and the day after such
claim, the Disseisor die,
&c. the entry of the Dis-
seifee is congeable, &c. And
therefore it shall be good
for such a man which hath

bone

bone title d'entree, quant il oyet que son adversary gist languishment, de faire son claime, &c.

Item, si come est dit en les cases mises, lou home ad title d'entree pur cause dux Disseisin, &c. Mesme la Ley est lou home ad droit d'entree per cause de ascun autre title, &c.

Item, de les dits Prestidens poies scavar (mon fis) deux choses. Un est, lou home ad title d'entree sur un Tenant en le taile, fil fist un tiel claime a la terre donques est lestate Taile defeat, car cel claim est come entre fait par luy, et est de mesme lestate en Ley, si come il fuisoit sur mesmes Tenements, et uist entre en mesmes les Tenements, come devant est dit. Et donques quant le Tenant en le tail immediate puis tiel claime cont nua son occupation en les Tenements, ceo est un disseisin fait de mesmes les Tenements, a celui que fist tiel claim, & sic per consequens, le Tenant ad donques ad fee simple.

Le second chose est, que auxy seient que il que ad droit d'entree fait tiel

not made claim, and which hath good title of entry, when he heareth that his adversary lieth languishing, to make his claim, &c.

Also, as it is said in the cases put, where a man hath title of entry by cause of a Disseisin, &c. the same Law is where a man hath right to enter by cause of another title, &c.

Also, of the said foregoing thou maist know (my son) two things. One is, where a man hath title to enter upon a Tenant in tail, if he maketh such a claim to the land, then is the estate tail defeated; for this claim is as an entry made by him, and is of the same effect in law, as if he had been upon the same Tenements, and had entred into the same, as before is said. And then when the Tenant in tail immediately after such claim continueth his occupation in the lands, this is a Disseisin made of the same Tenements to him which made such claim; and so by consequent, the Tenant then hath a Fee simple.

The second thing is, That as often as he which hath right of entry maketh claim,

claim
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claim, et ceo nient contristant son adversary continua son occupation, auxy souvent l'adversary fait tort et disseisin a celuy que fist le claim. Et par cel cause auxy souvent poit celuy que fist mesme le clamee par chescun tiel tort et disseisin fait a luy, aver un brieve de trespass. Quare clausum fregit, &c. et recoversa ses damages, &c.

Ou il poit aver un brieve sur le statute le Roy R. le second, fait lan de son raigne 5. supposant per son brieve, que son adversary avoit enter en les terres ou tenements celuy que fist le claim, ou son entry ne fuit pas donec per la ley, &c. Et per tiel action il recoversa ses damages, &c. Et si le case fuit tiel, que l'adversary occupiast les tenements ove force et armes ou ove multitude de gents a temps de tiel clamee, &c. immediate apres mesme le clamee, poit celuy que fist le claim, par chescun tiel fait aver un brieve de forcible entry, Et recoversa ses treble damages, &c.

Item, il est a veier, si le servant dun home que ad title denter, poit per la commandement son Ma-

such claim, and this notwithstanding his adversary continue his occupation, so often the Adversary doth wrong and Disseisin to him which made the claim. And for this cause so often may he which makes the same claim for every such wrong and disseisin done unto him, have a writ of trespass. Quare clausum fregit, &c. and recover his damages, &c.

Or he may have a Writ upon the Statute of R. 2. made in the fifth year of his Reign, supposing by his Writ that his Adversary had entered into the Lands or Tenements of him that made the Claim, where his entry was not given by the Law, &c. and by this action he shall recover his damages, &c. and if the case were such that the adversary occupied the Tenements with force and armes, or with a multitude of people at the time of such Claim, &c. immediately after the same Claim may he which made the Claim for every such act have a Writ of forcible entry, and shall recover his treble damages, &c.

Also it is to be seen, if the servant of a man who hath title to enter, may by the commandment of his

ster

*ster faire continual claim
pur son Master, ou non.*

*Et il semble que en as-
cuns cases il poit ceo faire,
car sil per son commande-
ment vient a ascun parcel
de la terre & la fait
claime, &c. en le nosme
son Master, cest claime
est assez bone pur son Ma-
ster, pur ceo que il fait
tout ceo que son Master
covieint faire ou devoit
faire en tiel cas, &c. Auxy
si le Master dit a son ser-
vant, que il ne oFAST vener
a la terre, ne ascun parcel
de la terre, pur faire son
claime, &c. et que il ne
oFAST approcher plus pro-
chein a la terre forsque a
tiel lieu appel Dale, &
commanda son serviant
date a mesme le lieu de
Dale, et la faire un
claime pur luy, &c. si le
servant issint fait, &c.
ceo semble auxy bone
claime pur son Master, si-
come son Master, la fait
en proper person, pur ceo
que le serviant fist tout ceo
que son Master oFAST &
devoit faire per la ley en
tiel case, &c.*

*Auxy si home soit cy
languissant, ou cy decre-
pyte, que il ne poit per nul
maner vener a le terre, ne
a ascun parcel de yeel, ou
si un reclus soit, que ne*

*Master make a continual
Claim for his Master, or
not.*

And it seemeth that in
some cases he may do this;
for if he by his Command-
ment cometh to any parcel
of the Land, and there ma-
keth Claim, &c. in the
name of his Master, this
Claim is good enough for
his Master, for that he
doth all that which his
Master should or ought to
do in such case, &c. Also
if the Master, say to his
servant that he dares not
come to the land, nor to
any parcel of it to make
his Claim, &c. and that he
dare approach no nearer to
the land then to such a
place called Dale, and
command his serviant to go
to the same place of Dale,
and there make a Claim
for him, &c. if the serviant
doth this, &c. this also
seemeth a good Claim for
his Master, as if his Master
were there in his proper
person, for that the ser-
vant did all that which his
Master durst, and ought to
do by the law in such a
case, &c.

Also if a man be so lan-
guishing, or so decrepitate,
that he cannot by any
means come to the land nor
to any parcel of it, or if
there be a recluse which

poit

poit per cause de son order
aler hors de sa meason.
Si tiel maner de person
commaunda son servant
daler et faire claime pur
luy, et tiel servant ne o-
sast aler a le terre, ne a as-
cun parcel de ceo pur
doubt de batery, mayhem,
ou mort, &c. et pur cel
cause tiel servant vient
auxy pres a la terre come
il oFAST pur tiel doubt, et
fait le claime, &c. pur
son Master, il semble que
tiel claime pur son Ma-
ster est affets fort, et bone
en ley. Car autrement son
Master serroit en tres-
grand mischief, car il ben
poit estre que tiel person
que est languishment, de-
crep ie, ou recluse, ne
poit troter ascun servant
que oFAST aler a la terre,
ne ascun parcel de cel pur
faire le claime pur luy,
&c.

Mes si le Master de tiel
servant soit de bone sane,
et poit et oFAST bien aler a
les Tenements, ou a parcel
de ceo de faire son claime,
&c. si tiel Master com-
manda son servant daler
a ascun parcel de la terre
a faire claime pur luy, et
quant le servant est au a-
lant de faire le command-
ment de son Master, il oye
per le voy tielx choses que
il ne oFAST venir a ascun

may not by reason of his
order go out of his house,
if such manner of person
command his servant to go
and make claim for him,
and such servant dare not
go to the land, nor to any
parcel of it for doubt of
beating, maim, or death,
&c. and for this cause the
servant cometh as near to
the land as he dareth for
such doubt and maketh the
claim, &c. for the Master,
it seemeth that such claim
for his Master is strong en-
ough, and good in Law.
For otherwise his Master
should be in a very great
mischief; for it may well
be that such person which
is sick, decrepit, or re-
cluse, cannot find any ser-
vant which dare go to the
land or to any parcel of it
to make the claim for him,
&c.

But if the Master of
such servant be in good
health, and can and dare
well go to the Lands or to
parcell of it to make his
Claim, &c. if such Master
command his servant to go
to any parcell of the Land
to make claim for him, and
when the servant is in go-
ing to do the command-
ment of his Master, he
heareth by the way such
things as he dares not
Y parcel

parcel de la terre pur faire la clame pur son Master, et par cel cause il vient auxy pres la terre come il oFAST pur doubt de mort, et la fait clame pur son Master, et en le nosme de son Master, &c. il semble que le doubt en le ley en tiel case serroit, si clame availera son Master, ou nemy, pur ceo que le servant ne fist tout ceo que son Master al temps de son commandement oFAST faire, &c. *Quere.*

Item ascuns ont dit que lou home est en prison, & est disseise, et le disseisor morust seise durant le temps que le disseisee est en prison, per que les tenements descendont al heire del disseisor, ils ont dit, que ceo ne noiera my le disseisee que est en prison, mes que il bien poit euter, nient obstant tiel discent, pur ceo que il ne puissoit faire continual claim, quant il fuit en prison.

Mes l'opinion de tous les Justices, P. 11 H. 7. fait que si le disseisin soit avant lenprisonnement, comment que le morant seise soit, il esteant en le prison, son entrie est tolle.

come to any parcell of the land to make the claim for his Master, and therefore he cometh as near to the Land as dare (or doubt of death, and there maketh a claim for his Master, and in the name of his Master, &c. it seemeth that the doubt in Law in such case shall be, whether such claim shall avail his Master or not, for that the servant did not all that which his Master at the time of his commandment durst have done, &c. *Quere.*

Also some have said that where a man is in prison and is disseised, and the Disseisor dieth seised during the time that the disseisee is in prison, whereby the tenements descend to the Heir of the Disseisor, they have said that this shall not hurt the disseisee which is in prison, but that he well may enter, notwithstanding such a discent, because he could not make Continual Claim when he was in prison.

But the opinion of all the Justices, P. 11 H. 7. was, that if the disseisin be before the imprisonment, although the dying seised be, he being in the prison, his entry is taken away.

Et

Et auxy si tiel que est en prison soit uslage en Action de debt, ou trespass, ou en appelle de Robberie, &c. il reversera tiel uslagarie envers luy pronounee, &c.

Auxy si un recoverie soit per default vers tiel que est en prison, il avoidera le judgment per Brief de Error, pur ceo que il fuit en prison al temps de le default fait, &c. Et pur ceo que tiels matters de Record ne noyera celuy que est en prison, mes que ils serront reversees, &c. a multo fortiori, il semble que un matter en fait, si tiel discent exe quant il fuit en prison ne luy noyera, &c. specialment pur ceo que il ne puisse aler hors de prison pur fair Continual Claim, &c.

En mesme le manner il semble, lou home est hors du Royalme, en service le Roy, pur besoigne del Royalme, si tiel home soit disseise quant il est en service le Roy, & le disseisor more seise, le disseisee seise esteant en le service le Roy, que tiel discent ne grieveroit le Disseisee, mes pur ceo que il ne puisse faire Continual Claim, il semble a eux, que quant il vient en Engleterre, il

And also if he which is in prison be outlawed in an Action or Debt, or Trespasse, or in an Appeal of Robbery, &c. he shall reverse this outlawry pronounced against him, &c.

Also if a recovery be by default against such a one as is in prison, he shall avoid the judgment by a writ of Error, because he was in prison at the time of the default made, &c. And for that such matters of Record shall not hurt him which is in prison, but that they shall be reversed, &c. *a multo fortiori*, it seemeth that a matter in fact, s. such descent had when he was in prison, shall not hurt him, &c. especially seeing he could not go out of prison, to make Continual Claim, &c.

In the same manner it seemeth, where a man is out of the Realm, in the Kings service for the businessse of the Realm, if such a one be disseised when he is in service of the King, and the Disseisor dyeth, seised, &c. the Disseisee being in the Kings service, that such descent shall not hurt the Disseisee; but for that he could not make Continual Claim, it seems to them that when

poit enter sur le heir le Disseisor, &c. Car tiel home reversera un uslagarie pronounce envers luy durant le temps que il fuit en le service le Roy, &c. Ergo a multo fortiori, avera aid et indempnitie per la Ley en tantre case, &c.

Item, auters ont dit, que si ascun soit hors du Royalm coment que il ne soit en service le Roy, si tiel home esteant hors de le Royalm, est disseisee en terres ou tenemens deins le Royalm, et le disseisor deuy seise, &c. le Disseisee esteant hors du Royalm, il semble a eux que quant le disseisee, vient deins le Royalm, que il poit enter sur le heir le disseisor, et ceo semble a eux per deux causes. Un est, que celui que est hors du Royalm ne poit aver conusance del disseisin fait a luy per extendment de ley ment plus que chose fait hors du Royalm poit estre try deins le Royalm per le serement de 12. et de compeller tiel home per la ley de faire continual claime, le quel per l'entendement de le ley ne poit aver aucun notice, ou conusance de tiel disseisin, ceo serra

he cometh into England he may enter upon the Heir of the Disseisor, &c. for such a man shall reverse an Outlawry pronounced against him during the time that he was in the Kings service, &c. Therefore a multo fortiori, he shall have aid and indemnity by the Law in the other case, &c.

Also others have said, that if a man be out of the Realm, though he be not in the Kings service; if such a man being out of the Realm be disseised of Lands or Tenements within the Realm, and the Disseisor die seised, &c. the Disseisee being out of the Realm, it seemeth unto them, that when the Disseisee cometh into the Realm, that he may well enter upon the heir of the disseisor, &c. and this seemeth unto them for two causes: One is, that he that is out of the Realm cannot have knowledge of the Disseisin made unto him by understanding of the Law, no more then that a thing done out of the Realm may be tryed within this Realm by the oath of 12. men, and to compel such a man to make continual claim which by the understand-

in-

inconvenient, et nosme-
ment quant tiel disseisin est
fait a luy quant il est hors
du Royalm, et auxy le
morant seise fuit quant il
fuit hors du Royalm: Car
en tiel case il ne poit per-
muer possibility selonque
common presumption faire
continual claim. Mei au-
rement serroit si tiel dis-
seiso fuit deins le Royalm
al temps de le disseisin, ou
al temps del morant dei
disseisor.

Un autre matter ils al-
legent par prover que de-
vant lestatute fait en le
temps de Roy E. 3. An.
34. cap. 16. de son raigne,
per quel estatute non-
claim est ouste, &c. le
ley fuit tiel, que si un
fine soit levie de certaine
terras ou Tenements, si as-
cun que fuit estrange al
fine avoit droit daver et
recover mesmes les terres
ou tenements, sil ne ve-
nuist et fist son claim a ceo
deins lan et le jour pro-
cheine apres le fine levie,
il sera barre a tous jours,
Quia dicebat, finis fi-
nem litib' imponebat. Et
que la ley fuit tiel, il est
prove per lestatute de

ding of the Law can have
no knowledge or conu-
sance of such Disseisin
made or done; this shall
be inconvenient, namely,
when such a disseisin is
done unto him when he
was out of the Realm, and
also the dying seised was
done when he was out of
the Realm; for in such
case he may not by possibi-
lity alter the common pre-
sumption make continual
claim; but otherwise it
should be if the disseisee
were within the Realm at
the time of the Disseisin, or
at the time of the dying
seised of the Disseisor.

Another matter they al-
ledge for a proof, that be-
fore the Statute of King
Edward the Third, made
the 34. year of his Raigñ,
by which Statute Non-
claim is ousted, &c. the
law was such, that if a
fine were levied of certain
Lands or Tenements, if
any that was a stranger to
the fine had right to have
and to recover the same
Lands or Tenements, if he
came not, and made his
claim thereof within a
year and a day next after
the fine levied, he shall be
barred for ever, Quia di-
cebatur, quod finis finem li-
tibus imponebat. And that
the Law was such, it is

Westminster. 2. De donis conditionalibus, lous il est parle que si fine soit levie de les tenements en tale, &c. Quod finis ipso jure fit nullus, nec habent heredes, aut illi ad quos spectat reversione licet fuerint plena etata, in Anglia, & extra prisonam) necessitate apponere clameum suum, &c. Issint ceo prouve, que si un estrange home que avoit droit a les tenements, si fuit hors de Royaume al temps del fine levie, &c. navera damage, coment que il ne fist son clame, &c. coment que tel fine fuit matter de record. Per greinder reason il semble a eux que un disseisin et descent que est matter en fait, ne fust trop grevera celui que fuit disseise, quant il fuit hors du Royaume al temps de disseisin, et auxy al temps que le disseisor morust seise, &c. mes que il bien poit enter, nient contristeant tel descent.

Item, Quere si home seie disseise, et il arraign un Affise il envers le disseisor, et les recognitors de le affise chanta pur le Plaintife, et les Justices d'affise voyle estre advises de leur judgment, tanque

proved by the Statute of Westminster the 2. De donis conditionalibus, where it is spoken, if the fine be levied of Tenements given in the tail, &c. Quod finis ipso jure fit nullus, nec habent heredes, aut illi ad quos spectat reversione (licet plena etatus fuerint, in Anglia, & extra prisonam) necessitate apponere clameum suum. So it is proved, that if a stranger that hath right unto the tenements, if he were out of the Realm at the time of the fine levied, &c. shall have no damage, though that he made not his claim, &c. though that such fine was matter of record: by greater reason it seemeth unto them, that a Disseisin and descent that is matter indeed shall not so grieve him that was disseised when he was out of the Realm at the time of that disseisin, and also at the time that the Disseisor died seised, &c. but that he may well enter notwithstanding such descent.

Also inquire if a man be disseised, and he arraign an affise against the disseisor, and the recognitors of the affise chant for the Plaintife, and the Justices of affise will be advised of their Judgments untill the

al prochain assise, &c. Et en la dementiers le disseisor morust seifie, &c. si le dit suit del assise serra pris en ley par le dit Disseisee un continual claime, entant que nul default suit en luy, &c.

Item, Quere si un Abbe de un Monasterie morust, et durant le temps de vacation, un home corciouslyment enter en certain parcel de terre del Monastery, claymant la terre a luy et a ses heirs, et de tiel estate morust seifie, et la terre descendist a son heir, et puis apres un est elect et fait Abbe de mesme la Monasterie; si mesme Labbe poit enter sur le heire ou nemy. Et il semble a ascuns que Labbe bien poit enter en ceo cas, pur ceo que le Covent en temps de vacation ne fait aucun person able de fair Continual Claim, car ni ent plus que ils sont person able de fier Action, uient plus ils sont able de faire Continual Claim car le Covent nest forsque un mort corps sans Teste, car en temps de Vacation un graunt fait a eux, ou per eux est void, et en cest case Labbe ne poit aver Briefe Dentre sur Disseisin envers le heire, pur ceo que il ne suit iugues dis-

next assise, &c. and in the mean season the disseisor dieth seised, &c. yet the said suit of the Assise shall be taken in Law for the Disseisee a Continual Claim, insomuch that no default was in him, &c.

Also, inquire if an Abbot of a Monastery die, and during the time of vacation, a man wrongfully entreth in certain parcels of land of the Monastery, claiming the land unto him and his heirs, and of that estate dieth seised, and the land descendeth unto his heirs, and after that an Abbot is chosen, and made Abbot of the Monastery, a question is, if the Abbot may enter upon the Heir, or not. And it seemeth to some, That the Abbot may well enter in this case, for this that the Covent in time of vacation was no person able to make continual Claim; for no more then they be person able to sue an Action, no more be they able to make Continual Claim; for the Covent is but a dead body without Head; for in time of vacation a Grant made unto them or by them is void; and in this case an Abbot may not have a Writ of Entry upon Disseisin against the Heir, for
seise,

seïste, et si Labbe ne puis-
soit enter en ces case, don-
ques il serra mis a son
Briefse de Droit, &c. le
quel serra trope dure pur
le meason; per que semble
a eux, que Labbe bien poist
enter, &c.

this, That he was never
disseised. And if the Abbot
may not enter in this case,
then he shall be put unto
his Writ of Right, &c.
which shall be hard for
the House. By which it
seemeth to them, that the
Abbot may well enter,
&c.

CHAP. VIII.

Of Releases.

Releases sont en divers
maners, cestasca-
voir Releases de tout
le droit que home ad en
terres ou Tenements, et
Releases de Actions per-
sonals et reals, et autres
choses. Releases de tout le
droit que homes ont en ter-
res ou Tenements, &c.
sont communement fait
en tiel form ou de tiel ef-
fect.

Novierint universi per
presentes, me A. de B.
remisise, relaxaise, &
omnino de me & hære-
dibus meis quietum cla-
masse: vel se, Pro me
& hæredibus meis quie-
tum clamasse C. de D.
totum jus, titulum, &
clameum buæ habui, ha-

Releases are in divers
manners, s. Releases
of all the right
which a man hath in lands,
or Tenements, and Re-
leases of Actions personals
and Reals, and other
things. Releases of all the
right which men have in
Lands and Tenements, &c.
are commonly made in this
forme, or of this effect.

Know all men by these
Presents, That I A. of B.
have remisied, released, and
altogether from me and my
Heirs quiet claimed: or
thus, For me and my Heirs
quiet claimed to C. of D. all
the right, title, and claime
which I have, or by any
means may have, of and in
beo,

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ater,

beo, vel quovismodo in futur^o, habere potero, de & in uno messuagio cum pertinentiis in F. &c. Et est a scavoir, que ceux Verbs, Remisiss^e, & quietum clamasse, sont de un riel effect, sicome ziels Verbs, Relaxasse.

Item, ceux parolx que sont communement mis en ziels faits de releases, s. (que quovismodo in futurum habere potero) sont sicome voides en le ley, car nul droit passa per un releas, forsque le droit que le releffor ad al temps de le releas fait. Car si soit pier et fits, et le pier soit disseisfe, et le fits (vivant son pier) releassa per son fait a le disseisor, tout le droit que il ad, ou aver puissoit, en mesmes les tenemens sans clause de garrantie, &c. et puis le pier morust, &c. le fits soit loyalment entre sur la possession le disseisor, pur ceo que il navoit droit en la terre en la vie son pier, mes le droit descendist a luy per discent apres le releas fait, per le mort son pere, &c.

Item, en releases, de tout le droit que home ad en certain terres, &c. il covient a celui a que le Releas est fait en ajeun

one messuage, with the appurtenances in F. &c. And it is to be understood, that these words, Remisiss^e & quietum clamasse, are of the same effect as these words, Relaxasse.

Also, these words which are commonly put in such releases, s. (que quovismodo in futurum habere potero) are as void in Law; for no right passeth by a Release, but the right which the Releasor hath at the time of the Release made. For if there be Father and Son, and the Father be disseised, and the Son (living his Father) releaseth by his deed to the disseisor, all the right which he hath, or may have, in the same tenements, without clause of warranty, &c. and after the Father dieth, &c. the Son may lawfully enter upon the possession of the Disseisor, for that he had no right in the land in his Fathers life, but the right descended to him after the Release made, by the death of his Father, &c.

Also, in Releases of all the Right which a man hath in certain Lands, &c. it behoveth him to whom the Release is made, in any
cas,

car, que il ad le frank-
tenement en les terres en
fait, ou en ley, al temps
de releas fait, &c. car en
chescun cas lou celuy a que
le releas est fait ad frank-
tenement en fait, ou
franktenement en ley, al
temps del releas, &c.
donque le releas est bone,

Franktenement en ley
est, sicome un home dissei-
fist un auter, et morust
seise, per que les tene-
ments discandont a son
fis, coment que son fis ne
entra pas en les tenements,
uncore il ad un frankte-
nant en ley, quel per force
de discent est ject sur luy,
et pur ceo un releas fait a
luy, issint esteant seise de
franktenement en ley, est
assets bone, et sil prent
feme issint esteant seise en
ley, coment que il ne au-
que enter pas en fait, &
morust, son feme serra en-
dow.

Item, en ascuns cases de
releases de tout le droit,
coment que celuy a que le
release est fait n'ad riens en
le franktenement en fait,
ne en ley, uncore le release
est assets bone. Sicome le
disseisor lessa la terre que
il ad per disseisin a un au-
ter pur terme de sa vie, sa-
vant le reversion a luy, si
le disseisee ou son hoire re-

case, that he hath the
Freehold in the Lands, in
Deed, or in Law at the
time of the Release made,
&c. for in every case
where he to whom the Re-
lease is made hath the
Freehold in Deed, or in
Law, at the time of the
Release, &c. there the Re-
lease is good.

Freehold in law is, as if
a man disseiseth another
and dieth seised, whereby
the tenements descend to
his son, albeit that his
son doth not enter into the
tenements, yet he hath a
freehold in Law, which by
force of the descent is cast
upon him, and therefore a
Release made to him so be-
ing seised of a freehold in
Law is good enough; and
if he taketh wife being so
seised in Law, although he
never enter in Deed, and
dieth, his wife shall be en-
dowed.

Also in some cases of re-
leases of all the right, al-
beit that he to whom the
release is made hath no-
thing in the Freehold in
Deed nor in Law, yet the
release is good enough. As
if the Disseisor letteth the
land which he hath by dis-
seisin to another for term
of his life, saving the re-
version to him, if the Dis-

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leſſa al diſſeiſor tout le droit, &c. cel releaſe eſt bone, pur ceo que celui a que le releaſe eſt fait avoit en luy un reverſion al temps del releaſe fait.

En meſme le maner eſt, loutas eſt fait a un home pur terme de vie, le remainder a un autre pur terme de autre vie, le remainder a le tierce en le taile, remainder a le quart en fee, ſi un ſtranger que droit ad a la terre, releſſa tout ſon droit a aſcun de eux en le remainder, tiel releaſe eſt bone, pur ceo que cheſcun de eux ad un remainder en fait veſtue en luy.

Mes ſi le tenant a terme de vie ſoit diſſeiſe, et puis celui que ad droit (eſteant le poſſeſſion en le diſſeiſor) releſſa a un de eux a que le remainder fuit fait tout ſon droit, cel releaſe eſt void pur ceo que il navoit un remainder en fait al temps de releaſe fait, forſque tantſolement un droit del remainder.

Et nota, Que cheſcun Release fait a celui que ad un Reverſion ou un Remainder en fait, ſervera et aidera celui que ad le Franktenement, auxy bien

ſeiſee or his heir releaſe to the Diſſeiſor all the right, &c. this releaſe is good, becauſe he to whom the releaſe is made had in law a reverſion at the time of the releaſe made.

In the ſame manner it is, where a Leaſe is made to a man for term of life, the remainder to another for term of another mans life; the remainder to the third in taile; the remainder to the fourth in fee; if a ſtranger which hath right to the Land releaſeth all his right to any of them in the remainder, ſuch releaſe is good, becauſe every of them hath a remainder in Deed veſted in him.

But if the Tenant for term of life be diſſeiſed, and afterwards he that hath right (the poſſeſſion being in the Diſſeiſor) releaſeth to one of them to whom the remainder was made, all his right, this releaſe is void, becauſe he had not a remainder in Deed at the time of the Release made, but onely a right of a remainder.

And note, that every Release made to him which hath a reverſion or a Remainder in Deed, ſhall ſerve and aid him who hath the Freehold, as well

come a celui a que le Release fuit fait, si le Tenant avoit le Release en son poign de pleader.

Et en mesme le maner est lon un Release est fait al Tenant pur Term de vie, ou al Tenant en le Tail, ceo urera a eux en le reversion, ou a eux en le Remainder, auxy bien come al Tenant de Franktenement, et averont auxy grand advantage de cel, sils ceo poyent monstre.

Item, si soit Seignior et Tenant, et le Tenant soit disseise, et le seignior releve al Disseisee tout le droit que il avoit en le seignior, ou en le terre, cel release est bon, et le Seignior est extinct, et ceo est pur cause del privity, que est perenter le seign, et le disseisee: car si les avers le disseisee sient pur, et de eux le disseisee fuist un Replevin envers le Seignior, il compellera le Seignior davowrer sur luy, car sil avowrer sur le Disseisor, douqu:s sur le matter monstre, lavowry abatera; car le disseisee est Tenant a luy en droit et en la Ley.

Item, si terre soit done a un home en Taille, reservant al Donor et a ses

as him to whom the release was made, if the Tenant hath the Release in his hand to plead.

In the same manner it is, where a Release is made to the tenant for life, or to the Tenant in Tail, this shall enure to them in the reversion, or to them in the remainder, as well as to the tenant of the Freehold; and they shall have as great advantage of this, if they can shew it.

Also if there be Lord and tenant, and the tenant be disseised, and the Lord releaseth to the Disseisee all the right which he hath in the Seignior or in the Land, this Release is good, and the Seignior is extinct: And this is by reason of the privity which is between the Lord and the disseisee: for if the Beasts of the disseisee be taken, and of them the disseisee sueth a Replevin against the Lord, he shall compel the lord to avow upon him; for if he avow upon the disseisor, then upon the matter shewn the Avowry shall abate; for the disseisee is Tenant to him in right and in Law.

Also if land be given to a man in Tail, reserving to the Donor and to his

heires.

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Heires un certain Rent, si le Donee soit disseise, et puis le Donor relesea al Donee & a ses heires tout le droit que il avoit en la terre, et puis le donee entret en la terre sur le Disseisor, en cest case la Rent est ale, pur ceo que le Disseisee al temps de release fait, fut tenant en droit, et en la Ley al Donor, et avowry a fine force covient de estre fait sur luy per le Donor pur le rent aderere, &c. Mes uncore rien de droit de terres, s. de lord, de le reversion passera per tiel Release, pur ceo que le Donee a que le Release est fait, adonques navait riens en la terre fors que tantselement un droit, & issint le droit del terre ne puissoit adonques passer al Donee per tiel Release.

En mesme le maniere est, si leas soit a un pur terme de vie, reservant al lessor et a ses heires certaine rent, si le lessee soit disseise, a plus lessor relesea al lessee, & a ses heires, tout le droit que il avoit en la terre, & apres le lessee enter, coment que en cest cas le rent est extinct, uncore rien del droit de la reversion

Heirs a certain rent, if the Donee be disseised, and after the Donor release to the Donee and his Heirs all the right which he hath in the land, and after the Donee enter into the land upon the Disseisor, in this case the rent is gone, for that the Disseisee at the time of the Release made, was Tenant in right, and in Law, to the Donor; and the Avowry of Fine force ought to be made upon him by the Donor for the rent behind, &c. but yet nothing of the right of the lands, (scilicet) of the reversion, shall pass by such release, for that the Donee to whom the Release is made, then had nothing in the land, but onely a right; and so the right of the Land could no then passe to the Donee by such Release.

In the same manner it is, if a lease be made to one for term of life, reserving to the Lessor and to his the heirs a certain rent, if the Lessee be disseised, and after the Lessor release to the Lessee and to his Heirs all the right which he hath in the land, and after the lessee entereth, albeit in this case the rent is extinct, yet nothing of the right of the reversion shall

passera, Causa qua supra. *But if there be very lord*

Meis si soit veray Seignior et veray tenant, et le tenant fait un feoffment en fee, le quel feoffee ne unque devient tenant al Seignior, si le Seignior relassa al feoffor tout son droit, &c. cest releas est en tout void, pur ceo que le feoffor ad nul droit en la terre, & il nest Tenant en droit al Seignior, mes tant solement tenant quant al avowrie faire, et il ne unques compellerale Seignior davouer sur luy, car le Seignior avouera sur le Feoffee si voile.

Auterment est lou le veray tenant est disseisid, come en le cas avant dit, car si le veray tenant que est disseisid teigne del Seignior, per service de chivaler, et morust (son heir esteant deins age) le Seignior avera et seisera le garde del heire, et issint navera, il my le gard del feoffor que fist le feoffment en fee, &c. issint il graund diversitey enter les deux cases, &c.

Item, si un lome lessa a un auter son terre pur terme dans, si le lessor relassa al lessee tout son droit, &c. devans que le

But if there be very lord

and very tenant, and the tenant maketh a feoffment in fee, the which Feoffee doth never become tenant to the Lord, if the Lord release to the Feoffor all his right, &c. this release is altogether void, because the Feoffor hath no right in the land, and he is not Tenant in right to the Lord, but only tenant as to make the Avowry, and he shall never compel the Lord to avow upon him; for the Lord shall avow upon the Feoffee if he will.

Otherwise it is where the very Tenant is disseised, as in the case afore-said; for if the very Tenant who is disseised, hold of the Lord by Knights service, and dieth, (his heir being within age) the Lord shall have and seize the Wardship of the heir, and so shall he not have the ward of the feoffor that made the feoffment in fee, &c. So there is a great diversity between these two cases.

Also, if a man letteth to another his land for terme of years, if the lessor release to the Lessee all his right, &c. before that

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leſſee avoit enter en meſme la terre per force de meſme le leas, tiel releas eſt void, par ceo que le leſſee n'avoit poſſ. en la terre al temps del releas fait, mes tantſolement un droit d'aver meſme la terre per force de meſme le leas. Mes ſi le leſſee enter en meſme la terre, et ent eir poſſ. per force de meſme le leas, donque tiel releas fait a luy per le feoffor, ou per ſon heire, eſt ſufficient a luy per cauſe del privitie, que per force del leas eſt perenter eux, &c.

En meſme le maner eſt, come il ſemble, ou leaſe eſt fait a un homme, a tener de le leſſor a ſa volonte, per force de quel leas le leſſee eir poſſeſſion, ſi le leſſor en ceſt caſe fait un releas al leſſee, de tout ſon droit, &c. ceſt releas eſt aſſez bone par le privitie que eſt perenter eux, car en vain ſerra de faire eſtate per un livery de ſeiſin a un autre, lor il ad poſſeſſion de meſmes les tenements per le leaſe de meſme celui devant, &c.

Sed contrarium tenetur, Paſch. 2. Ed. 4. per tous les Juſtices.

Mes lou homme de ſa teſte demefne occupia terres ou

the Leſſee had entred into the ſame land by force of the ſame leaſe, ſuch releaſe is void, for that the leſſee had not poſſeſſion in the land at the time of the Release made, but only a right to have the ſame land by force of the leaſe. But if the leſſee enter into the land, and hath poſſeſſion of it by force of the ſaid leaſe, then ſuch releaſe made to him by the feoffor, or by his heir, is ſufficient to him, by reaſon of the privity which by force of the leaſe is between them, &c.

In the ſame manner it is, as it ſeemeth, where a leaſe is made to a man to hold of the leſſor at his will, by force of which leaſe the Leſſee hath poſſeſſion, if the leſſor in this caſe make a releaſe to the Leſſee of all his right, &c. this releaſe is good enough for the privity which is between them; for it ſhall be in vain to make an eſtate by a livery of ſeiſin to another where he hath poſſeſſion of the ſame land by the leaſe of the ſame man before, &c.

But the contrary is holden, *Paſch. 2. Ed. 4.* by all the Juſtices.

But where a man of his own head occupieth

tenements a la volonte
celuy que ad le Frankene-
ment, et tiel occupier ne
claimera riens forsque a vo-
lunte, &c. si celuy que
ad le Frankement veult
releaser tout son droit al
occupier, &c. tiel Re-
lease est void, pur ceo que
nul privity est perentor
aux per lease fait a le oc-
cupier, ne per autre man-
ner, &c.

Item, si home, enfeoffe
autres homes de sa terre,
sur confidence, & al ex-
tent de performer sa dar-
reine volonte, et le feoffor
occupiait mesme la terre
a le volonte de ses feof-
fees, & puis les feoffees
releassent par leur fait a
leur feoffor tout leur droit,
&c. ceo ad est un quo-
tion, si tiel release soit
bon ou non. Et ascuns
ont dit que tiel release
est void, pur ceo que nul
privity fu t perentor les
Feoffees, et leur Feoffor, en-
tant que nul Lease fuit
fait apres tiel Feoffement
par les Feoffees al Feoffor,
a tenir a leur volonte. Et
ascuns ont dit le contra-
rie, et ceo pur deux cau-
ses.

Un est, Que quant tiel
feoffement est fait sur con-
fidence a performer la vo-
lunte del Feoffor il serra
intendue par la Ley, que

Lands or Tenements at the
will of him which hath the
Freehold, and such occu-
pier claimeth nothing but
at will, &c. if he which
hath the freehold will re-
lease all his right to the
occupier, &c. this Release
is void, because there is no
privity between them by
the lease made to the oc-
cupier, nor by other man-
ner, &c.

Also, if a man enfeoff o-
ther men of his land, upon
confidence, and to the in-
tent to perform his last
will, and the Feoffor oc-
cupieth the same Land at
the will of his Feoffees,
and after the Feoffees re-
lease by their Deed to
their Feoffor all their
right, &c. this hath been
a question, if such release
be good or no. And some
have said, that such Re-
lease is void, because there
was no privity between
the Feoffees and their Fe-
offor, inasmuch as no lease
was made after such Feoff-
ment by the Feoffees to the
Feoffor, to hold at their
will: and some have said
the contrary, and that for
two causes.

One is, That when such
Feoffment is made upon
confidence to perform the
will of the Feoffee, it shall
be intended by the Law,

le Feoffor doit maintenant occuper la terre a la volonte de ses Feoffees et ainsi ils tiel manner de privitee entre eux sicome home fait un Feoffement a auters, et ils incontinent sur le Feoffement, voient et grantent que leur Feoffor occuper a la Terre a leur volonte, &c.

Un autre cause ils allegent, Que si tiel terre vault xl. s. per an, &c. donc que tiel Feoffor serra jure en Assises et en auters enquests en Pleas reals, et auxy en Pleas personnels de quel grand sum que les Plaintiffes voient compter, &c. Et cao est per le Common Lay de la terre, Ergo, ceo est per un grand cause, & la cause est, que la Ley voet que tiels Feoffors et leur Heires doient occuper, &c. et prendre et enjoyer tous maner de profits, issues, et revenues, &c. sicome les Tenements Jureont leur fines sans interruption de les Feoffees, nient obstant tiel Feoffement, Ergo, mesme la Ley done privitee penner tiels Feoffors et les Feoffees sur confidence, &c. par queux causes ils ont dit que tiels Releases faits per tiels Feoffees sur con-

that the feoffor ought presently to occupy the Land at the will of his Feoffees; and so there is the like kind of privy between them; as if a man make a Feoffment to others, and they immediately upon the Feoffment will and grant, that their Feoffor shall occupy the Land at their will, &c.

Another cause they allege, That if such Land be worth forty shillings a year, &c. then such Feoffor shall be sworn in Assises and other enquests in Pleas reals, and also in Pleas personals, of what great summe soever the Plaintiff will declare, &c. And this is by the Common Law of the Land, Ergo, this is for a great cause; and the cause is, for that the Law will that such Feoffors and their Heirs ought to occupy, &c. and take and enjoy all manner of profits, issues, and revenues, &c. as if the Lands were their own, without interruption of the Feoffees, notwithstanding such Feoffement, Ergo, the same Law giveth a privy between such Feoffors and the Feoffees upon confidence, &c. for which causes they have said, That such Releases

fidence a lour feoffor ou a ses heires, &c. issint occupant la terre, serra assés bon, & cest le melior opinion come il semble, &c.

Quere, car ceo semble nul Ley a cest our.

Item, Releases: solongue le matter en fait, ascun fois ont lour effect per force denlarger lestare ce luy, a que le release est fait, Sicome jeo lessa certain terre a un home pur terme des ans, per force de que il est en poss. & puis jeo releassa a luy tout le droit que jeo aye en le terre sans plus parolx mitter en le fait, et deliver a luy le fait, donques il ad estare forsque pur terme de sa vie. Et la cause est, pur ceo que quant le reversion ou le remainder est en un home, le quel voile enlarger per son releas lestare le tenant, &c. il navera plus greinder estare mes en tiel maner et forme, sicome tiel feoffor fuit seise en fee, et voibit per son fait faire estare a un en certain forme, & deliver a luy seisin per force de mesme le fait: si en tiel fait de feoffment ne soit ascun parol de enheritance, donques il ad forsque estare pur terme

made by such Feoffees upon confidence to their Feoffor or to his heirs, &c. so occupying the Lands, shall be good enough: and this is the better opinion, as it seemeth.

Quere, for this seemeth no Law at this day.

Also, Releases according to the matter in fact, sometimes have their effect by force to enlarge the state of him to whom the release is made. As if I let certain Land to one for term of years, by force whereof he is in possession, and after I release to him all the right which I have in the land, without putting more words in the Deed, and deliver to him the Deed, then hath he an estate but for term of his life. And the reason is, for that when the reversion or remainder is in a man who will by his release enlarge the estate of the Tenant, &c. he shall have no greater estate, but in such manner and form, as if such Lessor were seiled in Fee, and by his Deed will make an estate to one in a certain form, and deliver to him seisin by force of the same Deed: if in such Deed of feoffment there be not any word of Inheritance, then

de vie, et issint il est en
 tiels releases faits per eux
 en la reversion, ou en le
 remainder. Car si jeo les-
 sa la terre a un home pur
 terme de sa vie, & puis
 jeo releasa a luy tout mon
 droit, sauns plus dire en
 le releas, son estate n'est
 my enlarge. Mes si jeo re-
 leasa a luy et a ses heirs,
 donques il ad fee simple,
 et si jeo releasa a luy et ses
 heires de son corps engen-
 dres, donques il ad fee
 taile, &c. Et issint il co-
 vient de specifier en le
 fait que l'estate celui a
 que le releas est fait a-
 vera.

Item, ascuns foies re-
 leases urera de mitter et
 vester le droit celui que
 fait le Release, a celui a
 que le releas est fait. Si-
 come un home est disseise,
 et il releasa a son disseisor
 tout le droit que il ad, en
 cest case, le disseisor ad
 son droit, issint que lon
 son estate adevant fuit
 tortibus, ore per tiel re-
 leas il est fait loyal et droi-
 turel.

Mes hic nota, que
 quant home est seise en fee
 simple d'aucun terres ou te-
 nements, et un autre voi-
 le releaser a luy tout le
 droit que il ad en mesmes
 les tenants, il ne besoigne
 de parler de les heirs ce-

he hath but an estate for
 life, and so it is in such Re-
 leases made by those in the
 reversion or in the remain-
 der. For if I let land to a
 man for term of his life,
 and after I release to him
 all my right without more
 saying in the release, his
 estate is not enlarged: but
 if I release to him and to
 his heirs, then he hath a
 Fee simple; and if I re-
 lease to him and to his
 heirs of his body begotten,
 then he hath a Fee tail, &c.
 And so it behoveth to spe-
 cifie in the Deed what e-
 state he to whom the Re-
 lease is made shall have.

Also, sometimes Relea-
 ses shall enure de mitter
 and vest the right of him
 which makes the Release
 to him to whom the Re-
 lease is made. As if a man
 be disseised, and he re-
 leaseth to his disseisor all
 his right; in this case the
 disseisor hath his right, so
 as where before his state
 was wrongful, now by this
 release it is made lawfull
 and right.

But here note, that
 when a man is seised in fee
 simple of any lands or te-
 nements, and another will
 release to him all the right
 which he hath in the same
 Tenements, he needeth
 not to speak of the heirs

luy a que le releas est fait, pur ceo que il avoit fee simple al temps de releas fait. Car si releas fuit fait a luy pur un jour, ou pur un heure, ceo serroit auxy fort a luy en ley, si come il est releas a luy et a ses heirs. Car quant son droit fuit ale de luy a un foyt, per son releas sans aucun condition, &c. a ce luy que ad Fee simple, il est ale a tous jours.

Mes lou home ad un reversion en Fee simple, ou un remainder en Fee simple, al temps de releas fait, la fil voile releaser al tenant per terme dans, ou pur terme de vie, ou al tenant en le tail, il convient a determiner l'estate que celui, a que le releas est fait avera per force de mesme le releas, pur ceo que siel releas enür ra pur enlarget l'estate de celui, a que le releas est fait.

Mes autrement est lou home ad forsque droit a la terre, & nad riens en le reversion ne en le remainder en fait. Car si siel home releasa tout son droit a un que est tenant de le frankement, tout son droit est ale, coment que nul mention seit fait de

of him to whom the release is made, for that he hath a fee simple at the time of the release made: for if the release was made to him for a day or an hour, this shall be as strong to him in law, as if he had released to him and his heirs. For when his right was once gone from him by his Release without any condition, &c. to him that hath the Fee simple, it is gone for ever.

But where a man hath a reversion in Fee simple, or a remainder in Fee simple, at the time of the release made, there if he will release to the tenant for years, or for life, or to the tenant in tail, he ought to determine the Estate, which he to whom the release is made shall have by force of the same release, for that such release shall enure to enlarge the estate of him to whom the release is made.

But otherwise it is where a man hath but a right to the Land, and hath nothing in the reversion, nor in the remainder in Deed. For if such a man release all his right to one which is tenant of the Freehold, all his right is gone, albeit no motion be made of the

let.

Les heires celui a que le
 releas est fait. Car si jeo
 lessa terres a un home pur
 terme de sa vie, si jeo puis
 release a luy pur enlarger
 son estate, il covient que
 jeo releassa a luy et a ses
 heires de son corps engen-
 der, ou a luy et a ses heires,
 ou par tiels parols : A
 aver et tenant a luy et a
 ses heires de son corps en-
 gendres, ou a les heires
 males de son corps engen-
 dres, ou tiels semblables
 estates, ou autrement il
 nad plus greinde estate
 que il avoit adevant.

Mes si mon Tenant a
 terme de vie, lessa mesme
 la terre ouster a un autre
 par terme de vie de son
 Lesses, le Remainder a un
 autre en fee, ore si jeo re-
 lessa a celui a que mon
 Tenant lessast par terme
 de vie, ceo sera barre a
 tous jours, coment que
 nul mention soit fait de
 ses Heires, pur ceo que
 al temps de release fait jeo
 avay nul reversion, mes
 tantsement un droit d'a-
 ver la reversion : car par
 tiel leas, & le remainder
 ouster que mon Tenant fist
 en ceo cas mon reversion
 fait discontinue, &c. et
 tiel releas urera a celui en
 le remainder, d'aver l'a-
 vantage de ceo auxien
 come al Tenant a terme de
 vie.

heirs of him to whom the
 Release is made : for if I
 let lands to one for term
 of his life, if I after re-
 lease to him to enlarge his
 estate, it behoveth that I
 release to him and to
 his Heirs of his body en-
 gendred, or to him and his
 Heirs, or by these words :
 To have and to hold to
 him and his heires, of h's
 body engendred, or to the
 Heirs males of his body en-
 gendred, or such like e-
 states, or otherwise he hath
 no greater estate then he
 had before.

But if my Tenant for
 life letteth the same Land
 over to another for term
 of the life of his Lessee, the
 remainder to another in
 Fee; now if I release to
 him to whom my Tenant
 made a lease for term of
 life, I shall be barred for
 ever albeit that no menti-
 on be made of his Heirs, for
 that at the time of the re-
 lease made I had no rever-
 sion, but only a right to
 have the reversion. For by
 such a release and the re-
 mainder over which my te-
 nant made, in this case my
 reversion was discontinued,
 &c. and this release shall
 enture to him in the re-
 mainder to have advan-
 tage of it as well as to the
 Tenant for term of life.

Car

Car a cel intent le Tenant a terme de vie, & celuy en le remainder sont sicome un Tenant en Ley, et sont sicome un Tenant fuit sole seise en son demesne come de fee al temps de tiel Release fait a luy, &c.

Item, si home soit disseise par deux, si releffa a un de eux, il tiendra son compaignon hors de Terre, et per tiel Release il avera le sole possession et estate en la Terre. Mes si un Disseisor enseoffa deux en Fee, & le Disseisee releffa a l'un des feoffees, ceo avera a ambideux de les Feoffees, et la cause de diversity enter ceux deux cases est assez pregnant. Par ceo que ils veignent ains per feoffment, et l'auters per tort, &c.

Item, si jeo sue disseise, & mon Disseisor est disseise, si jeo releaffe a Disseisor de mon Disseisor, jeo n'avera a aucune assise ne entra sur le Disseisor, pur ceo que son Disseisor ad mon droit per mon releaffe, &c. Et issint il semble en tiel cas, si soyent xx. Disseisors, chescun apres autre, & jeo releffa a le darrene Disseisor, celuy Disseisor bara

For to this intent the Tenant for term of life, and he in the Remainder, are as one Tenant in Law, and are as if one Tenant were sole seised in his Demesne as of fee at the time of such release made unto him, &c.

Also, if a man be disseised by two, if he releafe to one of them, he shall hold his Companion out of the Land, and by such Release he shall have the sole possession and Estate in the Land. But if a Disseisor infeoffe two in fee, and the Disseisee releafe to one of the Feoffees, this shall enure to both the Feoffees, and the cause of the diversity between these two cases is pregnant enough, For that they come in by the Feoffment, and the others by wrong, &c.

Also, if I be disseised, and my Disseisor is disseised, if I releaffe to the Disseisor of my Disseisor, I shall not have an Assise nor enter upon the Disseisor, because his Disseisor hath my right by my releaffe, &c. And so it seemeth in this case, if there be xx. disseised one after another, and I releaffe to the last Disseisor, this Disseisor shall bar all the o-

vera tous les auters de leur actions & leur titles. Et la cause est, come il semble, pur ceo que en mults cases, quant un home ad loyal title dentre, coment que il nentra pas, il defeatera tous meane titles per son release, &c. Mes ceo nest my en chescun case, come serra dit apres.

Item, si mon disseisor lessa les tenements dont il my disseisist a un auter home pur terme de vie, et puis le Tenant a terme de vie aliena en fee, & jeo relessa al alienee, &c. donque mon Disseisor ne poit enter, Causa qua supra, coment que a un foits lalienation fuit a son disinheritance, &c.

*Item, si home soit disseisist, le quel ad firs deins age et morust, et esteant le firs deins age, le Disseisor morust seisie, et la terre descendist a son heir, et un estranger abate, & puis le firs le Disseisist quant il vient a son plein age, relessa tout son droit ala-
bator, en cest case le heir le Disseisor navera. Assise de mordancestors envers les abators, mes serra bar, pur ceo que labator ad le droit del firs le Disseisist per son releas, & lentry le firs fuit congeable, pur ceo*

thers of their actions and their titles. And the cause is, as it seemeth, for that in many cases when a man hath lawfull title of entry, although he doth not enter, he shall defeat all mean titles by his release, &c. but this holds not in every case, as shall be said hereafter.

Also, if my Disseisor letteth the tenements whereof he disseised me to another for term of life, and after the tenant for term of life alieneth in fee, and I release to the Alienee, &c. then my Disseisor cannot enter, *Causa qua supra*, albeit that at one time the alienation was to his disinheritance, &c.

Also, if a man be disseised who hath a son within age and dyeth, and the son being within age the Disseisor dyeth seised, and the Land descend to his Heir, and a stranger abate, and after the son of the Disseisist when he cometh to his full age, releaseth all his right to the Abator; in this case the heir of the Disseisor shall not have an Assise of Mordancestors against the Abator; but shall be barred, because the Abator hath the right of the son of the Disseisist

que

que il fuit deins age temps
del discent, &c.

Mes si home soit dissei-
se, et le disseisor fait fe-
ofment sur condition, ce-
stascavoir, de rendre a luy
certaine rent, et pur de-
faute de payment un re-
entre, &c. si le disseise
relesea al Feoffee sur Con-
dition, uncore ceo n'amen-
dra lestate le feoffee sur
condition; car nient ob-
stant tiel releas, uncore
son estare est sur conditi-
on come il fuit devant.

Et cum hoc concor-
dat opinio omnium Ju-
sticiariorum, P. 9. H.
7.

En mesme le manner
est, lou come soit dissei-
se de certaine terre, et le dis-
seisor graunt un rent
charge hors de mesme la
terre, &c. coment que
après le disseisee relesea al
disseisor, &c. uncore le
rent charge demure en sa
force. Et la cause en ceux
deux caser est ceo, que
home n'avera advantage
per tiel releas que ferra
encounter son proper ac-
ceptance, & encounter
son grant demesne: & co-
ment que aucuns ont dit
que lon leltre de home est

by his Release, and the en-
try of the son was conge-
able, for that he was with-
in age at the time of the
discent, &c.

But if a man be disseised,
and the disseisor maketh a
feofment upon condition,
viz. to render to him a
certain rent, and for de-
fault of payment a re-en-
try, &c. if the Disseisee
release to the Feoffee up-
on condition, yet this
shall not amend the es-
tate of the Feoffee up-
on condition; for not-
withstanding such release,
yet his estate is upon con-
dition as it was before.

And with this agreeth
the opinion of all the Ju-
stices, Pas. 9. H. 7.

In the same manner it is
where a man is disseised
of certain lands, and the
Disseisor grant a rent
charge out of the same
land, &c. albeit the Dis-
seisee doth afterwards Re-
lease to the Disseisor, &c.
yet the Rent charge re-
maineth in force. And the
reason in these two cases
is this, that a man shall
not have advantage by
such Release, which shall
be against his proper ac-
ceptance, and against his
own grant. And albeit some
have said, that where the

congeable sur un tenant si releasist a mesme le tenant, que ceo auaileroit a le tenant, sicome il ust enter sur le Tenant, et puis luy enseoffa, &c. ceo nest pas voier en chescun cas. Car en le primer cas de ceux deux avantdits cases, si le disseisee ust enter sur le feoffee sur Condition, & puis luy enseoffa, donques est le Condition tout defeat et avoid. Et issint en le second case si le disseisee entraist et enseoffa celuy que grant a le rent charge, donques est le rent charge anient, et avoyd mes il nest pas avoyd per aucun tiel release sans entry faire, &c.

Item, si home soit disseisee per un enfant, le quel aliena en fee, et alience devy seisee, & son heire enter, esteant le Disseisor deins age, ore est en election le Disseisor, de aver un briefe de dum fait infra atatem, ou briefe de droit, envers le heire de le alience, & quel briefe de eux que il esliera, il doiet recover per la ley, &c. Et auxy il poit enter en la terre sans aucun recoverie, & en cest case tentre le Dis-

entry of a man is Congeable upon a Tenant if he releaseth to the same Tenant, that this shall avail the Tenant, as if he had entred upon the Tenant, and after infeoffed him, &c. this is not true in every case; for in the first case of these two cases aforesaid, if the Disseisee had entred upon the Feoffee upon Condition, and after infeoffed him, then is the Condition wholly defeated and avoided. And so in the second case, if the Disseisee entreth and infeoffeth him who granted the Rent-charge, then is the Rent-charge taken away and avoided; but it is not void by any such Release without entry made, &c.

Also, if a man be disseised by an infant, who alien in Fee, and the Alienor dyeth seised, and his heir entreth, the Disseisor being within age; now is it in the election of the Disseisor to have a Writ of *Dum fait infra atatem*, or a Writ of right against the heir of the Alienor; and which Writ of them he shall chuse, he ought to recover by the Law, &c. And also he may enter into the Land without any recovery; and in this case

Seisee est toll', &c. mes en cest cas se le disseisee releffa son droit al heire del alienee, et puis le disseisor porta briefe de droit envers le heire daliencee, et il joyn le mise sur le mere droit, &c. le graunde assise doit trover per la ley que le tenant ad plus mere droit que ad le Disseisor, &c. pur ceo que le Tenant ad le droit le disseisee per son release lo quel est plus ancien et plus mere droit. Car per tiel leas tout le droit le Disseisee passa a le tenant, & est en le Tenant. Et a ceo que asouns ont dit, que en tiel cas lou home que ad droit al terres ou tenements (mes son entree nest pas congeable) sil releffa al tenant tout son droit, &c. que tiel release urera per voy dextinguishment: Quant a ceo il poit estre dit, que ceo est voyer quant a celui que releffa, car per son release il ad luy demise quietment de son droit, quant a son person, mes uncore le droit que il avoit bien poit passer a le Tenant per son release: Car inconvenient serroit que tiel ancien droit serroit extinct tout ousterment, &c. Car il est communement dit que

the entry of the Disseisee is taken away, &c. But in this case: if the disseisee release his right to the heir of the Aliencee, and after the Disseisor bringeth a Writ of right against the Heir of the Aliencee, and he joyn the mise upon the meer right, &c. the great assise ought to find by the Law that the tenant hath more meer right then the Disseisor, &c. for that the tenant hath the right of the disseisee by his lease, the which is the most ancient and most meer right; for by such release all the right of the Disseisee passeth to the tenant, and is in the Tenant. And to this some have said, that in this case where a man which hath right to lands or tenements (but his entry is not congeable) if he release to the Tenant all the right, &c. that such release shall enure by way of extinguishment. As to this it may be said, that this is rrue, as to him which releaseth; for by his release he hath dismissed himself quite of his right as to his person; but yet the right which he hath may well passe to the Tenant by his release. For it should be inconvenient that such an ancient right

droit

droit ne poit pas mori-
er.

Mes Releases que en-
vera per voy dextinguish-
ment envers tous persons,
sont lou celay a que le re-
leas est fait, ne poit aver
ceo que a luy est releas.
Sicome si soyent Seignior
et Tenant, et le Seignior
releffa al tenant tout le
droit que il ad en la Seig-
niory, ou tout le droit que
il ad en le terre, &c. tiel
releas va per voy de ex-
tinguishment envers tous
persons, pur ceo que le Te-
nant ne poit aver service
per prendre de luy mes-
me.

En mesme le maner est
de releas fait al Tenant
del terre de un Rent
charge ou Common de pa-
sture, &c. pur ceo que le
Tenant ne poit aver ceo
que a luy est releff, &c.
issint tiels releas uvera
per extinguisment en
touts voyes.

Item de prover que le
graund Assise doit passer
pur le demandant en le
case avaundit, jeo aye
eye souvent la Lectare de
Le statute de Westminster
second, que commence :
In casu quo vir amiserit
per defaultam tenemen-
tu. n quod fuit jus uxoris

should be extinct altoge-
ther, &c. for it is com-
monly said, that a right
cannot die.

But Releases which en-
ure by way of ex inguishi-
ment against all persons,
are where he to whom the
release is made, cannot
have that which to him is
released. As if there be
Lord and tenant, and the
Lord release to the tenant
all the right which he hath
in the Seignior, or all
the right which he hath in
the Land, &c. this release
goeth by way of extin-
guishment against all per-
sons, because that the Te-
nant cannot have service to
receive of himself.

In the same manner is it
of a Release made to the
Tenant of the land of a
Rent charge or common of
pasture, &c. because the
Tenant cannot have that
which to him is released,
&c. so such releases shall
enure by way of extin-
guishment in all ways.

Also to prove that the
grand Assise ought to passe
for the demandant, in the
case aforesaid, I have of-
ten heard the reading of
the Statute of Westm. 2.
which begun thus : In ca-
su quo vir amiserit per de-
faltam tenementum quod fu-
it jus uxoris sue, &c. that
sue,

luy, &c. que a le Common Ley devant mesme le Statute, si lease soit fait a un home pur terme de vie, le remainder ouster en Fee, Et un estrange per feint Action uft recover, envers le Tenant a terme de vie per default, et qui le Tenant morust, celui en le remainder n'avoit aucun remedy devant le Statute pur ceo que il n'avoit aucun possession del terre.

Mes si celui en le remainder uft enter sur le Tenant a terme de vie, Et luy disseisist, Et apres le Tenant entra sur luy; et apres le Tenant a terme de vie per tiel recovery perde per default et morust, ora celui en le remainder bien poet aver brieve de Droit envers celui que recovers, pur ceo que le mise sera joyne sollement sur le mere droit, &c. Encore en cest case, le seisin de celui en le remainder fuit defeat per entree del terme a tenant de vie. Mes peradventure ascuns voient arguer et dire, que il n'aura brieve de Droit en cest case, pur ceo que quant le mise en joyne, il est joyne en tiel manner, scil. si le tenant ad plus mere droit en la terre en

at the Common Law before the said Statute, if a lease were made to a man for term of life, the remainder over in fee, and a stranger by feigned Action recovered against the Tenant for life by default, and after the tenant dieth, he in the remainder had no remedy before the Statute, because he had not any possession of the land.

But if he in the remainder had entred upon the Tenant for life, and disseised him, and after the Tenant enter upon him, and after the Tenant for life by such recovery lose by default and die, now he in the remainder may well have a Writ of Right against him which recovers, because the Mise shall be joyned only upon the mere right, &c. Yet in this case the Seisin of him in the remainder was defeated by the entry of the Tenant for life. But peradventure some will argue and say, That he shall not have a Writ of Right in this case, for that when the Mise is joyned, it is joyned in this manner, (scilicet) if the Tenant hath more mere right in the land in the manner as

le manner come il yent
que le demandant ad en le
manner come il demanda
et pur ceo que le seisin
del demandant fuit de-
fait per lentry de le Te-
nant a terme de vie, &c.
donques il ad nul droit en
le manner come il de-
maund.

A Ces poit estre dit, que
ceux parols, (modo &
forma piquit, &c.) in
mults des cases sont pa-
rols de forme de pleder,
& nemy parols de sub-
stance. Car si home port
brief dentre in casu Pro-
viso, del alienation fait
per le tenant en dower a
son disinheritance, &
contra del alienation fait
en fee, et le tenant dit,
que il ne aliena pas en le
manner come le deman-
dant il declare, et sur ceo
seint a issue, et exorc est
per verdict, que le tenant
alienast en le tail, ou pur
terme daater vie, le de-
mandant recovra: un-
core alienation ne fait en
le manner come le de-
mandant avoit declare,
&c.

Auxy si soyent Seignior
et Tenant, et le tenant
tient del Seignior per feal-
tie salament, et le sei-
gnior distreine le tenant
par rent, et le tenant
porte briefe de Trespas

he holdeth, then the De-
mandant hath in the man-
ner as he demandeth, and
for that the seisin of the
Demandant was defeated
by the entry of the Te-
nant for term of life, &c.
then he hath no right in
the manner as he deman-
deth.

To this may be said,
that these words (modo
& forma piquit, &c.) in
many cases are words of
form of pleading, and not
words of substance; for if
a man bring a Writ of en-
trie In casu Proviso, of the
alienation made by the
Tenant in Dower to his
disinheritance, and coun-
teth of the alienation made
in Fee, and the Tenant
saith, that he did not alien
in manner as the Deman-
dant hath declared, and
upon this they are at issue,
and it is found by verdict,
that the Tenant aliened in
tail, or for term of ano-
ther mans life, the De-
mandant shall recover, yet
the alienation was not in
manner as the Demandant
hath declared, &c.

Also if there be Lord
and Tenant, and the Ten-
ant hold of the Lord by
fealty only, and the Lord
distrein the Tenant for
rent, and the Tenant
bringeth a Writ of Tres-

envers son Seignior de ses
 auers issint prises, et le
 Seignior plede que le Te-
 nant tient de luy per feal-
 ty et certain rent, et pur
 le rent arere il vient a di-
 strein, &c. et demande
 judgement de brieve port
 vers luy, Quare vi & ar-
 mis, &c. et l'auter dit
 que il ne tient de luy en
 le maner come il suppose,
 et sur ceo sont a issue, &
 trouve est per verdict que il
 tient de luy per fealtie
 tantum, en cest case le
 brieve abatera, et uncore
 il ne tient de luy en le
 maner come le Seignior
 avoit dit. Car le matter
 del issue est, le quel le te-
 nant tient de luy ou nemy;
 car sil tient de luy, comens
 que le Seignior distrein le
 Tenant pur auter services
 que ne doit aver, uncore
 viel brieve de Trespasse,
 Quare vi & armis, &c.
 ne gist envers le Seig-
 nior, mes serra abate.

Auxy en brieve de tres-
 pas de batterie, ou des
 biens emports, si le defen-
 dant plede de rien culpa-
 ble, en le maner come
 le Plaintiff suppose, &
 trouve est que le Defen-
 dant est culpable en au-
 ter ville, ou a autre jour
 que le Plaintiff suppose,

pas against his Lord for his
 cattel so taken, and the
 Lord plead that the Te-
 nant holds of him by feal-
 ty and certain Rent, and
 for the Rent behind he
 came to distrein, &c. and
 demand judgement of the
 Writ brought against him,
 Quare vi & armis, &c.
 And the other saith, that
 he doth not hold of him in
 the maner, as he sup-
 pose, and upon this they
 are at issue, and it is found
 by verdict that he holdeth
 of him by fealty only. In
 this case the Writ shall a-
 bate, and yet he doth not
 hold of him in the maner
 as the Lord hath said, for
 the matter of the Issue is
 whether the Tenant hol-
 deth of him or no; for he
 holdeth of him, although
 that the Lord distrein the
 Tenant for other services
 which he ought not to
 have, yet such Writ of
 trespass, Quare vi et armis,
 &c. doth not lie against
 the Lord, but shall abate.

Also in a Writ of Tres-
 pas for battery, or for
 goods carried away, if the
 Defendaut plead not guil-
 ty, in manner as the
 Plaintiff suppose, and it
 is found that the Defen-
 dant is guilty in another
 Town, or at another day
 then the Plaintiff suppose,

uncore il recouera. Et issint en plusors autres cas ses, ceux parols, s. en le maner come le demandant ou le Plaintife ad suppose, ne font ascun matter de substance del issue. Car en brieft de droit, lou le mise est joyne sur le mere droit, il est a tant adire, & a tiel effect, seil. le quel ad plus mere droit, le tenant ou le demandant al chose en demand.

Item, si home soit disseise, et le Disseisor devie seise, & son firs et Heire est eins per discent, et le Disseisee enter sur le heire Disseisor, le quel entrie est un disseisin, &c. si le heire port Assise ou Brief de Entre en nature de Assise, il recouera.

Mes si l'heir port brieft de droit envers le Disseisee, il serra barre, pur ceo que quant le grand Assise est jure, lour serement est sur le mere droit, et nemy sur le possession. Car si l'heire le disseisor suist un Assise de Novel disseisin, ou brieft Dentre en nature d'assise, et recouera vers le Disseisee, et just execution, uncore poit le Disseisee aver brieft Dentre en le Per envers luy, de le

yet he shall recover. And so in many other cases these words, s. in manner as the Demandant or the Plaintiff hath supposed, do not make any matter of substance of the issue: for in a Writ of right, where the mise is joyned upon the meer right, that is as much to say, and to such effect, viz. whether the Tenant or Demandant hath more meer right to the thing in demand.

Also, if a man be disseised, and the disseisor dieth seised, &c. and his son and heir is in by discent, and the Disseisee enter upon the heir of the Disseisor, which entrie is a disseisin, &c. if the heir bring an Assise or a Writ of Entrie in nature of an Assise, he shal recover.

But if the heir bring a Writ of Right against the Disseisee, he shall be barred, for that when the grand Assise is sworn, their Oath is upon the meer right, and not upon the possession: For if the heir of the Disseisor sue an Assise of Novel Disseisin, or a Writ of Entrie in nature of an Assise, and recovers against the Disseisee, and hath execution, yet may the Disseisee have a Writ of Entrie in the Per against

dis-

disseisin fait a luy per son
pere, ou il soit aver
envers l'heire brieve de
droit.

him, for the Disseisin made
to him by his Father; or
he may have against the
heir a Writ of Right.

Mes si le Heire doit
recover envers le Disseisee
ou le, case ayanadit, per
brieve de Droit, donques
tout son droit serroit cle-
rement ale, par ceo que
judgement final serroit do-
ne envers luy, que serroit
encounter raison le, le dis-
seisee ad le plus mere droit
Ec.

But if the Heir ought to
recover against the dissi-
see in the case aforesaid by
a Writ of Right, then all
his right should be clearly
taken away, for that judg-
ment final shall be given
against him, which should
be against reason where the
disseisee hath the more
meer right.

Et saches, mon firs, que
en brieve de Droit apres
ceo que les quater chiva-
liers ont essie le grand As-
sise, donques il n'ad plus
de index delay que en un
brieve de Formedon, apres
ceo que le parties sont a is-
sue, Ec. et si le mise soit
joyne sur le Battail, donques il ad meinde de-
lay.

And know (my son)
that in a Writ of Right,
after the four Knights have
chosen the grand Assise,
then he hath no greater
delay then in a Writ of
Formedon, after the parties
be at issue, &c. And if
the Mise be joyned upon
Battail, then he hath les-
ser delay.

Item, release de tout le
droit, Ec. en aucun case
est bone, fait a celuy que
est suppose tenant en Ley,
cement que il n'ad riens en
les Tenements. Sicome en
Præcipe quod reddat, si
le Tenant aliena la terre
pendant le brieve, et puis
le demandant release a
luy tout son droit, Ec.
cel release est bone, par ceo
que il est suppose estre
Tenant per le suit del De-

Also, a release of all the
right, &c. in some case is
good, made to him which
is supposed tenant in Law,
albeit he hath nothing in
the Tenements. As in a
Præcipe quod reddat, if the
Tenant alien the Land,
hanging the Writ, as after
the Demandant release
to him all his right, &c.
this Release is good, for
that he is supposed to be
tenant by the suit of the
mandant,

mandant, et encore il n'ad
riens en la Terre al temps
de Release fait.

En mesme le manner
est, si en *Præcipe quod*
reddat, la Tenant vouche
et le Vouchee enter en le
Garrantie, si apres le De-
mandant releffa al Vou-
chee tout son droit, cee
est assés bone, pur ceo que
le Vouchee, apres ceo que
il avoit enter en le Gar-
rantie, est Tenant en Ley
al Demandant, &c.

Item, quant al Relea-
ses d'actions Reals et Per-
sonals, il est issint; que as-
cuns actions sont mixt en
le realty, et en le perso-
nality, sicome un action de
Waste sue envers Tenant a
terme de vie, cest action
est en le realty pur ceo que
le lieu Waste sera reco-
ver. Et auxy en le per-
sonality, pur ceo que
treble damages seront re-
covers per le tortious Waste
fait per le Tenant, et pur
ceo en cest action, un re-
leas de actions reals en bon
plee en barre, et issint est
un releas de actions per-
sonals.

Et en Quare impedit,
un releas d'actions per-
sonals est bone plee, &
issint est un releas d'ac-
tions reals, Per Martin,
Quod fuit concessum.

Demandant, and yet he
hath nothing in the land at
the time of the Release
made.

In the same manner it is
in a *Præcipe quod reddat*,
the Tenant vouch, and
the Vouchee enters into
warranty, if afterward the
Demandant release to the
Vouchee all his right, this
is good enough, for that
the Vouchee after that he
hath entred into Warranty
is Tenant in Law to the
Demandant, &c.

Also, as to Releases of
Actions Reals and Perso-
nals, it is thus. Some ac-
tions are mixt in the real-
ty, and in the personality,
as an action of waste sued
against Tenant for life.
This action is in the Real-
ty, because the place wa-
sted shall be recovered;
and also in the Personali-
ty, because treble dama-
ges shall be recovered for
the wrongfull waste done
by the Tenant; And
therefore in this action a
release of actions reals is a
good plea in bar; and so is
a Release of actions perso-
nals.

And in a *Quare impe-
dit*, a release of actions
personals is a good plea,
and so is a release of
actions reals, Per Mar-
tin, Quod fuit concessum.
Hill.

Hill. 9 Hen. 6. fol. 57.

En mesme le maner est en Assise de Novel disseisin, pur ceo que el est mixt en le realty, et en le personalty. Mes si un tuel assise soit arraigne entre le disseisor & le Tenant, le Disseisor bien poit plede un releas d'actions personals, pur barer l'assise; mes nemy un releas d'actions reals, car nul plede a releas d'actions reals en Assise forsque le tenant.

Item, en tuel actions reals que convient destruire son envers le Tenant del Franktenement, si le Tenant ad un releas d'actions reals del demandant fait aluy devant le brieve purchasee, et il plede ceo il est bon plee pur le demandant adire, que celuy que plede le plee n'avoit rien en le Franktenement al temps del releas fait, car adonque il n'avoit cause d'avoir ascun action real envers luy.

Item, en tuel cas ou home poit entre en Terres ou Tenements, et auxy poit aver un Action real de ceo, que est done per la Ley envers le Tenant, si en cest case le demandant releas al tenant tous maners de actions reals,

Hill. 9 Hen. 6. fol. 57.

In the same manner it is in an Assise of Novel disseisin, for that it is mixt in the realty and in the personalty; but if such an Assise be arraigned against the disseisor, and the Tenant, the Disseisor may well plead a release of actions personals to bar the Assise; but not a release of actions reals; for none shall plead a Release of Actions reals in an Assise, but the tenant.

Also, in such Actions Reals which ought to be sued against the tenant of the Freehold, if the tenant hath a release of Actions Reals from the Demandant made unto him before the Writ purchased, and he plead this, it is a good plea for the Demandant to say, that he which pleaded the Plea had nothing in the Freehold at the time of the release made; for then he had no cause to have an Action Real against him.

Also, in such case where a man may enter into Lands or Tenements, and also may have an Action real for this, which is given by the Law against the Tenant, if in this case the Demandant releaseth to the tenant all manner of

Encore ceo ne tolle le demandant de son enbrée, mes le demandant bien poit enter nient contristee, tant siel releas, pur ceo que nul chose est relese forsque l'accion, &c.

En mesme le maner est de choses personals, sicome home a tort prent mes biens, si ieo releasa a luy tous actions personals, encore ieo puisse per le Ley prender mes biens hors de son possession.

Auxy si ieo ay ascun cause d'aver briefe de Detinue de mes biens vers un autre coment que ieo releasa a luy tous actions personals, encore ieo puisse per le Ley prender mes biens hors de son possession, pur ceo que nul droit de les biens est relese a luy, mes solement l'accion, &c.

Item, si home soit disseisee & le disseisor fait foiblement a divers persons et son use, et le disseisor continualment prist les profits, &c. et le disseisee releasa a luy tous actions reals, & puis il fust vers luy briefe Dentre en nature d'assise per cause de lestatute, pur ceo que il prent les profits, &c. Quere, coment le disseisor ferrá aide per le dit releas: car si voite pleder

Actions reals; yet this shall not take the Demandant from his entry, but the Demandant may well enter, notwithstanding such release, for that nothing is released but the action, &c.

In the same manner is it of things personal; as if a man by wrong take away my goods, if I release to him all actions personal, yet I may by the Law take my goods out of his possession.

Also, if I have any cause to have a Writ of Detinue of my goods against another, albeit that I release to him all actions personal; yet I may by the Law take my goods out of his possession, because no right of the goods is released to him, but only the action, &c.

Also, if a man be disseised, and the disseisor maketh a feoffment to divers persons to his use, and the Disseisor continually taketh the profits, &c. and the disseisee release to him all actions reals, and after he sueth against him a Writ of entry in nature of an Assise by reason of the Statute because he taketh the profits, &c. Quere, how the disseisor shall be aided by the said Release; for if

le releas generalment, donques le demandant poit dire que il n'avoit riens en le Franktenement al temps del releas fait, & si pleda releas specialment, donques il covient conuistre un disseisin; & donques poit le demandant enter en le terre, &c. per son conuissans de le disseisin, &c. Mes peradventure per special pleader il luy poit barer de l'accion que il suist, &c. coment le demandant poit enter.

Item, si home suist appeale de felony del mort son Ancestor envers un autre coment que l'appellant releas al Defendant tous maners d'actions reals & personals, ceo ne aidera my le defendant, pur ceo que cest appeal nest pas action real, entant que l'appellant ne recoupera ascun realtie en tiel appeale: Ne tiel appeale nest pas action personal, entant que le tort fuit fait a son Ancestor, & nemy a luy. Mes sil releas a le Defendant tout maners Actions, donques il serra bone barre en Appeal. Et issint home poit veier que releas de tous maners d'actions, est meilleur que Releas de Actions reals & personals, &c.

he will plead the release generally, then the demandant may say that he had nothing in the Freehold at the time of the Release made; and if he plead the release specially, then he must acknowledg a disseisin, and then may the demandant enter into the land, &c. by his acknowledgment of the disseisin, &c. but peradventure by special pleading he may bar him of the Action which he sueth, &c. though the demandant may enter.

Also, if a man sue an appeal of Felony of the death of his Ancestor against another, though the appellant release to the defendant all manner of actions real and personal, this shall not aid the defendant, for that this appeal is not an Action real, in as much as the appellant shall not recover any Realty in such Appeal; neither is such Appeal an action personal, in as much as the wrong was done to his Ancestor, and not to him. But if he release to the defendant all manner of Actions, then it shall be a good bar in an Appeal. And so a man may see that a Release of all manner of Actions is better then a Release of Actions reals and personals, &c.

Item,

Item, en appeale de Robberie, si le Defendant voule ploader un releafe de l'appellant de toutes actions personals; ceo semble nul Plee. Car action del'Appeale, l'on appellee a vera judgement de mort, &c. est plus haute que action personal est; et n'est pas properment dis action personal. Et par ceo si le defendant vouloit pload un releafe del'Appellant de barer luy d'appeale, on cest case il convient daver un releafe de toutes maners d'appeals, ou toutes maners d'actions, come il semblera, &c.

Mes en Appeale de Mainhera un releafe de toutes maners d'actions personals est bone plee en Bar; par ceo qz en tel action il ne recouvrera forsqz damages, &c.

Item, si home soit utlage en Action personal per proces sur le Original, &c. port breife Derrour, &c. celui a que s'uit il s'uit utlage, &c. voule ploader en vers luy un releafe de toutes maners d'actions Personals; ceo semble nul plee, car per le dit Action il ne recouvrera rien en personallite, forsqz seulement de reverse le Utlagarie: mes un Releafe de Breife Derrour est bone plee.

Also, in an Appeal of Robbery, if the Defendant will plead a release of the Appellant, of all actions personals, this seemeth no Plea; for an Action of Appeal, where the Appellee shall have judgement of death, &c. is higher than any action personal is, and is not properly called an action personal, and there if the Defendant will plead a release of the Appellant; to barre him of the Appeal, in this case he must have a release of all manner of Appeals, or all manner of Actions, as it seemeth, &c.

But in Appeal of Mainhera a release of all manner of actions personals is a good plea in Bar, for that in such an Action he shall recover nothing but damages.

Also, if a man be outlawed in an Action personal by process upon the Original, and bringeth a Writ of Error, if he at whose suit he was outlaw'd, will plead against him a Release of all manner of Actions personals, this seemeth no Plea; for by the said Action he shall recover nothing in the personalty, but only to reverse the Outlawry: But a Release of the Writ of Error is a good Plea.

Item, si home recover
debt ou damages, & il re-
lessa al Defendant tous
manners d'actions, uncore
il puit loialment juer exe-
cution per Capias ad sa-
tisfaciendum, ou per E-
legit, ou Fieri facias, car
execution per tiel brieſe,
ne poit estre dit acti-
on.

Mes si apres lan et jour
le plaintife voit fuer un
Scire facias, a sacher s'il le
defendant poit rien dire
par que le plaintife n'avera
execution, donques il sem-
ble que tiel releas de tous
actions ferra bon plee en
barre: Mes ascuns ont
semble contrary, entant
que le brieſe de Scire fa-
cias est un brieſe d'execu-
tion, et est d'aver execu-
tion, &c. Mes uncore en-
tant que sur mesme le
brieſe l'defendant poit
pleader divers matters
puis l'judgement rendue de
luy ouster d'execution,
come outlawry, &c. et
divers autres matters, ceo
bien poit estre dit action,
&c.

Et jeo croy, que en un
Scire facias hors dun fine,
un releas de tous manners
d'actions est bon plee en
barre.

Mes lon home recover a
debt ou damages, & est
acorde perenter eux, que

Also, if a man recover
debt or damages, and he
releaseth to the Defen-
dant all manner of Acti-
ons, yet he may law-
fully sue Execution by
Capias ad satisfaciendum,
or by Elegit, or Fieri fa-
cias: For Execution up-
on such a Writ cannot be
said an Action.

But if after the year and
day the plaintiff will sue a
Scire facias, to know if the
Defendant can say any
thing why the plaintiff
should not have execution,
then it seemeth that such
release of all actions shall
be a good plea in barre.
Put to some seems the con-
trary, in as much as the
Writ of Scire facias is a
Writ of Execution, and is
to have Execution, &c.
Put yet in as much as up-
on the same Writ the De-
fendant may plead divers
matters after judgement
given to oust him of exe-
cution, as outlawry, &c.
and divers other matters,
this may well be said an ac-
tion, &c.

And I take it, that in a
Scire facias upon a fine, a
release of all manner of
actions is a good plea in
bar.

But where a man reco-
vereth debt or damages,
and it is agreed between

le Plaignif ne fuera execution, doncq il coustent que le Plaignif fait un releas a luy de tous maners d'execution.

Item, si home releffa a un autre tous maners de demands, c'est est le plus melior releas a luy a que le releas est fait que il poit aver, & plus urera a son advantage. Car per tiel releas de tous maners d'actions, tous maners d'actions reals, personals, et actions d'appelle sont ales et extincts, et tous maners de executions sont ales & extincts.

Et si home ad tisle de entry en ascuns terres ou tenements, per tiel Release son tisle est ale

Sed quare de hoc; car Fitz James chief Justice de Engle-terre tient le contrary, par ceo que entre ne poit proprement estre dit demande, P. 19. H. 8.

Et si home ad Rent service ou Rent charge, ou Common de Pasture, &c. per tiel Release de tous maners de demands fait al Tenant de la Terre, dont le service ou le rent est issuant, ou en que le Common est, le service, le

them that the Plaintiff shall not sue execution, then it behoveth that the Plaintiff make a release to him of all manner of executions.

Also, if a man release to a iother all manner of demands, this is the best release to him to whom the Release is made, that he can have, and shall enure most to his advantage. For by such release of all manner of demands, all manner of actions reals, personals, and Actions of Appeal, are taken away and extinct, and all manner of executions are taken away and extinct.

And if any man hath Title of entry into any lands or Tenements, by such a Release his title is taken away.

Sed quare de hoc; for Fitz James Chief Justice of England holdeth the contrary, because an Entry cannot be properly said a Demand.

And if a man hath a Rent service or Rent charge, or Common of Pasture, &c. by such a Release of all manner of demands made to the Tenant of the Land out of which the service or the rent is issuing, or in which the

Rent, et le Common est
ale, et extinct, &c.

Item, si home releffa
aun autre tous manners
de quarrels, ou tous con-
troversies, ou debates en-
rer eux, &c. Quere a
quel matter et a quel effect
rels parols soy extendont,
&c.

Item, si home de son
fait soit obligé à un autre
en certaine somme de mon-
ney a payer al Feast de St.
Michael prochain ensui-
vant, si le obligé devant le dis-
Feast releffa al Obligor
tous Actions, il sera bar-
re del duty à tout temps,
et untore il ne püssoit in-
ver Action al temps de
Release fait.

Mes si home leffa tette
a un autre per terme d'un
an, rendant a lay al feast
de S. Michael prochain en-
suivant 40. s. et puis devant
mesme le feast il releffa al
lessee tous actions, untore
apres mesme le feast il a-
vera action de Debt par
non payment de les 40. s.
nient obstant le dis relef.
Etude causam diversifi-
tis enter les deux cases.

Item, ou home voille
faire briefe de Droit, il co-

Common is, the service,
the Rent, and the Com-
mon is taken away and ex-
tinct, &c.

Also, if a man release
to another all manner of
Quarrels, or all contro-
versies, or debates between
them, &c. Quere to what
matter and to what effect
such words shall extend
themselves, &c.

Also, if a man, by his
Deed be bound to another
in a certain summe of mo-
ney, to pay at the Feast of
Saint Michael next ensue-
ing, if the Obligee before
the said Feast release to the
Obligor all Actions, he
shall be barred of the duty
for ever, and yet he could
not have an action at the
time of the Release
made.

But if a man letteth
land to another for a year,
to yield to him at the Feast
of Saint Michael next en-
suing 40. s. and after-
wards before the same feast
he releaseth to the Lessee
all actions, yet after the
same feast he shall have an
action of debt for the non-
payment of the 40. s. not-
withstanding the said Re-
lease. Etude causam diver-
sitate between these two
cases.

Also, where a man will
have a Writ of Right, it be-
vient

vient que il counte del
 leisin de luy, ou de ses an-
 cestors, et auxy quels soit
 le leisin en temps de roime
 le Roy. Item, il counte aus
 son ap. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 841. 842. 843. 844. 845. 846. 847. 848. 849. 850. 851. 852. 853. 854. 855. 856. 857. 858. 859. 860. 861. 862. 863. 864. 865. 866. 867. 868. 869. 870. 871. 872. 873. 874. 875. 876. 877. 878. 879. 880. 881. 882. 883. 884. 885. 886. 887. 888. 889. 890. 891. 892. 893. 894. 895. 896. 897. 898. 899. 900. 901. 902. 903. 904. 905. 906. 907. 908. 909. 910. 911. 912. 913. 914. 915. 916. 917. 918. 919. 920. 921. 922. 923. 924. 925. 926. 927. 928. 929. 930. 931. 932. 933. 934. 935. 936. 937. 938. 939. 940. 941. 942. 943. 944. 945. 946. 947. 948. 949. 950. 951. 952. 953. 954. 955. 956. 957. 958. 959. 960. 961. 962. 963. 964. 965. 966. 967. 968. 969. 970. 971. 972. 973. 974. 975. 976. 977. 978. 979. 980. 981. 982. 983. 984. 985. 986. 987. 988. 989. 990. 991. 992. 993. 994. 995. 996. 997. 998. 999. 1000.

howeth that he counteth
 of the leisin of himself, or
 of his ancestors, and al-
 so that the leisin was in
 the same King's time as
 he pleadeth in his plea.
 For this is an ancient law
 used, as appeared by the
 report of a plea in the Bre
 of Nottingham, which was
 in Fitzherbert, cap. 26. and
 in this form following.
 John Barra brought his
 Writ of Right against
 Reynold of Assington, and
 demanded certain lands,
 &c. where the same is joy-
 ned in Barlegh and the ori-
 ginal and shere docels were
 sent before the iudges ser-
 rants, where the parties
 came, and there twelve
 knightly men, of good wis-
 doms challenge of the par-
 ties to be allowed, be cause
 that choice was made by
 assent of the parties, with
 the four Knights, and the
 Oath was this. "These I
 shall say the truth, &c."
 whether R. of A. hath
 more mean right to hold
 the tenements which John
 Barra demandeth against
 him by his Writ of Right,
 or John to have them as
 he demandeth, and for no-
 thing, nor let to say the
 truth, to help me God,
 &c. without saying to
 their knowledge. And the
 like oath shall be made in

tail, et en ley gager, car
 eux mistent chescun chose
 a fine. Mes John Barre
 counta del seisin dun Rafe
 son ancestor, en temps le
 Roy Henry, et Reynolde
 sur le mise joyne tendist
 demy mark pur le temps,
 &c. Et sur ceo Herle
 Justice dit al grand as-
 sise, apres ceo que ils fu-
 rant charges sur le mere
 Droit. Vous gentes, Rey-
 nold donast demy marke
 al Roy pur le temps, al
 intent que si vous troves
 que le ancestor John ne
 fuit pas seise en le temps
 que le demandant ad
 count, vous nenquies plus
 avans del droit, Et pour
 ceo vous nous direz, le
 quel lancestor John, (Rafe
 par nosme) fuit seise en
 temps le Roy Henry, come
 il ad count, ou non. Et
 si vous troves que il ne
 fuit seise en cel temps,
 vous nenquies nient plus,
 et si vous troves que il fuit
 seise, donques enquies
 ouster del brieve. Es puis
 la grand Assise revien-
 droit ove leur Verdict, et
 disont que Rafe ne fuit
 pas seise en temps le Roy
 H., par que fuit agard,
 que Reynold tiendrois les
 tenements vers luy de-
 mandant, a luy et ses heirs
 guies de John Barre &
 sa heirs a retenant. Et

an Attaint, and in Battail,
 and in wager of Law, for
 these do bring every thing
 to an end. But John Barre
 counted of the seisin of one
 Rafe his Ancestor in the
 time of King Henry, and
 Reynold upon the mise joy-
 ned tendred half a mark
 for the time, &c. And
 hereupon Herle Justice
 said to the grand assise af-
 ter that they were charged
 upon the meer right, You
 good men, Reynold gave
 half a Mark to the King
 for the time, to the intent
 that if you find that the
 ancestor of John was not
 seised in the time that the
 demandant hath pleaded,
 you shall enquire no fur-
 ther upon the right, and
 for this, you shall tell
 us whether the ancestor of
 John (Rafe by name) were
 seised in K. Henries time,
 as he hath pleaded, or not.
 And if you find that he was
 not seised in this time, you
 shall enquire no more; and
 if you find that he was sei-
 sed, then you shall enquire
 further of the Writ. And
 after the grand Assise came
 in with their verdict, and
 said, that Rafe was not
 seised in the time of King
 Henry, whereby it was a-
 warded that Reynold should
 hold the tenements deman-
 ded against him, to him
 John

John en le mercie, &c.
 Es le cause par que jeo aye
 monstre icy a toy, mon freres,
 cest plee est pur prover le
 matter precedent que est
 dit en brieve de Droit, &c.
 car il semble per cest plee,
 que si Reynold navoit pas
 tendue demy mark pur en-
 quier del temps, &c.
 donques le grand Assise
 duisoit estre chargea tant-
 solement del mere droit, et
 nemy del possession, &c.
 Et issint que tous foits en
 brieve de Droit, si le posses-
 sion dont le demandant
 counta soit en temps le
 Roy, come il avoit court,
 donques le charge del
 grande Assise ferra tant-
 solement sur le mere droit,
 coment que le possession
 fuit encounter le ley,
 come il est dit adevant en
 cest Chapter, &c.

and his heirs quite of
 John Barre and his heirs to
 the remnant. And John
 in mercy, &c. And the
 reason why I have shewed
 to thee, my Son, this Plea,
 is, to prove the matter
 precedent which is said in
 a Writ of right; for it
 seemeth by this Plea, that
 if Reynold had not tendred
 the half mark to enquire of
 the time, &c. then the
 grand Assise ought to be
 charged only to enquire
 of the meer right, and
 not of the possession, &c.
 And so always in a Writ
 of Right, if the posselli-
 on whereof the deman-
 dant counteth be in the
 Kings time, as he hath
 pleaded, then the charge
 of the grand Assise shall
 be only upon the meer
 right, although that the
 possession were against
 the Law, as it is said
 before in this Chapter,
 &c.

CHAP.

CHAP. IX.

Of Confirmation.

Fait de Confirmation
 en communément en
 tiel form, ou a tiel
 effect; Noverint univer-
 si, &c. me A. de B.
 ratificasse, approbasse,
 & confirmasse, C. de D.
 statum & possessionem,
 quos habeo de, & in mo-
 messuagio, &c. cum per-
 tinent in F. &c.
 Et en un cas un fait
 de confirmation est bon et
 available, l'un en tiel cas
 un fait de Release n'est pas
 si bon, ne available. Si
 come j'eo leja Terre a un
 homme par terme de sa vie,
 le quel leja mesme la ter-
 re a un autre par terme de
 xl. ans, per force de quel
 il est en possession. Si j'eo
 per mon fait confirme le
 state del Tenant a terme
 dans, et puis le tenant a
 terme de vie mourust du-
 rant le terme des ans,
 j'eo ne puis enter en la
 Terre durant le dit terme.
 Uncore si j'eo per mon
 fait de Release avoy releas
 al tenant a terme dans en

A Deed of Confirma-
 tion is commonly in
 this form, or to this
 effect; Know all men, &c.
 That I, A. of B. have ra-
 tified, approved, and con-
 firmed to, C. of D. the estate
 and possession which I have,
 of and in one Messuage,
 &c. with the Appurtenances
 therein, &c.
 And in some case a Deed
 of Confirmation is good
 and available, where in
 the same case a Deed of
 Release is not good nor a-
 vailable. As if I let land
 to a man for term of his
 life, who letteth the same
 to another for term of for-
 ty years, by force of
 which he is in possession:
 if I by my Deed confirm
 the Estate of the Tenant
 for years, and after the
 Tenant for life dieth du-
 ring the term of years, I
 cannot enter into the Land
 during the said term.
 Yet if I by my deed of
 Release had released to the
 Tenant for years in the

fait ne poit changer son Eſtate, ſans entry fait ſur luy, &c.

En meſme le maner eſt, ſi ſon eſtate ſoit confirme pur terme de un jour, ou pur terme dun heure, il ad bon eſtate en fee ſimple pur ceo que ſon eſtate en Fee ſimple fuit un foiz confirme. Quia confirmare, idem eſt, quod firmum facere, &c.

Item, ſi mon Diſſeiſor fait un leas a terme de vie, le remainder ouſter en fee, ſi jeo releas al tenant a terme de vie, ceo urera a celui en le remainder. Mes ſi jeo confirme leſtate de le tenant a terme de vie, uncore apres ſon deceaſe jeo puis bien enter, pur ceo que riens eſt confirme forſque leſtate le tenant a term de vie, iſſint que apres ſon deceaſe, jeo puis enter. Mes quand jeo releſſa tout mon droit al Tenant a terme de vie, ceo urera a celui en le remainder, ou en le reversion, pur ceo que tout mon droit eſt ale per tiel releas. Mes en ceſt cas, ſi le Diſſeiſee confirme leſtate et le tiſle celui en le remainder ſans aſcun confirmation fait a tenant a terme de vie, le diſſeiſee ne poit entre ſur le Te-

Fee ſimple, and ſuch Deed cannot change his eſtate, without entry made upon him.

In the ſame manner it is, if his eſtate be confirmed for term of a day, or for term of an hour, he hath a good eſtate in fee ſimple, for this, that his eſtate in fee ſimple was once confirmed. Quia confirmare, idem eſt, quod firmum facere, &c.

Alſo, if my Diſſeiſor maketh a Leaſe for life, the remainder over in fee, if I releaſe to the Tenant for life, this ſhall enure to him in the remainder. But if I Confirm the Eſtate of the Tenant for term of life, yet after his deceaſe I may well enter, becauſe nothing is confirmed but the Eſtate of the Tenant for life, ſo that after his deceaſe I may enter. But when I releaſe all my right to the tenant for life, this ſhall enure to him in the remainder or in the reversion, becauſe all my right is gone by ſuch releaſe. But in this caſe if the Diſſeiſee confirm the eſtate and title of him in the remainder without any confirmation made to Tenant for life, the Diſſeiſee cannot enter upon the Tenant for term of life, for that

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*Item,
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nant a terme de vie, pur ceo que l'remainder est dependant sur l'estate le tenant a terme de vie; et si son estate serroit defeat, le remainder serroit defeat, per lentre le disseisee, et ceo ne serra raison que il per son entre defeateroit le remainder encounter son Confirmation, &c.

Item, si sont deux disseisors, et le disseisee relassa a un de eux, il tendra son compaignon hors de la terre. Mes si le disseisee confirma l'estate de l'un, sans plus dire en le fait, ascuns doient que il ne tiendra son compaignon dehors, Mes tiendra Joyntment ove luy pur ceo que riens fuit confirme forsque son estate que fuit joynt, &c.

Et pur ceo ascuns ont dit, que si deux Joyntnants sont, et l'un confirme l'estate l'autre que il n'ad forsque joynt estate, si come il avoit adavant. Mes si ad riels parols en le fait de confirmation, a aver & tenir a luy et a ses heirs tous les Tenements dont men ion est fait en le confirmation, donques il ad estate sole en les tenements, &c. Et pur ceo il est bon & sure chose en

the remainder is depending upon the state for life; and if his estate should be defeated the remainder should be defeated by the entry of the Disseisee, and it is no reason that he by his entry should defeat the remainder against his Confirmation, &c.

Also, if there be two disseisors, and the disseisee releaseth to one of them, he shall hold his companion out of the land; but if the disseisee confirm the estate of the one without more saying in the Deed, some say that he shall not hold his companion out, but shall hold joyntly with him, for that nothing was confirmed but his estate which was joynt, &c.

And for this some have said, that if two Joyntnants be, and the one confirm the estate of the other, that he hath but a joynt estate as he had before; but if he hath such words in the Deed of Confirmation, to have and to hold to him and to his heirs all the Tenements whereof mention is made in the Confirmation, then he hath a sole estate in the Tenements, &c. And therefore
chescun

cheffent Confirmation da- it is a good and sure thing
vertement parolle; A aver in every Confirmation to
Et en fee, ou en fee have these words; To
taille, en pte terme de vie, have and to hold the tene-
ou pur terme d'ans, selon- ments, &c. in fee, or in
que ced que le cas est, ou Fee tail, or for term of
le maiter est. life, or for term of years,
according as the case is, or
the matter lyeth.

Item, si un cheit dascuns, For to the intent of
si home leffa terre a un au- some, if a man letteth
ter pur terme de vie, et land to another for life,
puis confirma son estat and after confirm his estate
que il ad en mesme la terre which he hath in the same
a aver et reter son estat land, to have and to hold
a lay et a ses heirs, cest this estate to him and to his
confirmation quant a ses heirs, this confirmation as
heirs est void; car son to his heirs is void, for his
heirs ne peuvent aver son heirs cannot have his e-
estat que ne fait son estat which was not bur-
pur terme de son vie. Mais for term of his life. But if
il confirma son estat par the confirm his Estate by
ces parles a aver mesme these words, to have the
le terre a luy et a ses heirs, of same land to him and to
cest confirmation fait ces his heirs, this Confirma-
simple en cest case a luy tion maketh a fee simple in
la terre, pur ceo que les this case to him in the
paroles a aver et reter, land, for that the words
Oc, va a le terre et no to have and to hold, &c.
my al estat quel il ad par- goeth to the land and not
ce. Et si il a le terre a un maito the Estate which he
ayor a son land or maiter, &c.

Item, si jeo leffa certain- Also, if I let certain
tant terre a un feme sole land to a feme sole for
pur terme de sa vie, la term of her life who ta-
quel prent un bon, et puis keth husband, and after I
jeo confirma l'estate le ba- confirm the Estate of the
ron et sa feme, a aver et husband and wife, to have
reter pur terme de leur and to hold for term of
deux vies; en cest case le their two lives; In this
baron ne tient joynment case the husband doth not
ove sa femme, mes tient en hold joynely with his wife,

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droit de sa feme pur terme de sa vie. Mes cest Confirmation urera a le baron per voy de remainder per terme de sa vie si survive quist sa feme.

Mes si j'eo lessa al Feme sole terre pur terme d'aus, le quel prent baron, & puis j'eo confirma l'estate le baron et sa feme, a aver et tener la terre pur terme de leur deux vies : en cest case ils ont joynt estate en le Franktenement de la terre, pur ceo que la feme navoit Franktenement a devant, &c.

Item, si mon disseisor grant a un rent charge hors de la terre dont il moy disseist & j'eo rehearsant le dit grant confirma mesme le grant, et tout ceo que est compris deins mesme le grant, et puis j'eo enter sur le Disseisor, Quere, en cest case, si le Terre soit discharge de le Rent ou nemy.

Item, si un parson d'un Eglise charge le glebe de son Eglise per son fait, et puis l'Patron et l'ordinaire confirment mesme le grant, et tout ceo que est compris deins mesme le grant, donques le grant estoyera en sa force, selon-

but holdeth in right of his wife for term of her life. But this confirmation shall enure to the husband by way of remainder for term of his life if he survive the his wife.

But if I let land to a Feme sole for term of years, who taketh husband, and after I confirm the estate of the husband and his wife, to have and to hold the land for term of their two lives : In this case they have a joynt Estate in the Freehold of the Land, for that the wife had no Freehold before, &c.

Also, if my Disseisor, granteth to one a Rent-charge out of the land whereof he disseised me, and I rehearsing the said Grant, confirm the same Grant, and all that which is comprised within the same Grant, and after I enter upon the Disseisor, Quere, in this case, if the land be discharged of the Rent or no.

Also, if a Parson of a Church charge the Glebe land of his Church by his deed, and after the Patron and ordinary confirm the same Grant, and all that is comprised in the same Grant, then the Grant shall stand in his force, as-

que le purport de mesme le grant. Mes en tel case corriez que le Patron est Rec. simple en la vovson, car si n'est en la vovson fors que pur terme de vie, ou en le rale, donc que le grant ne espyera forsque durant sa vie, & la vie le Parson que grant. Et c.

Item si home lassa terre pur terme de vie, le quel tenant a terme de vie charge la terre ave un rent en fee, et celui en la reversion confirme mesme le grant, le charge est assés bon et effectuel.

Item, si soit un perpetuel chanterie, dont lordi naria n'est rien a medier ne a faire. Quare si le Patron des chaunterys & la Chapelle de mesme le Chanterey poient charge le Chanterey ave un Rent charge en perpetuïté.

Item ou aucun cascest Verbe Dedi, ou cest Kenne Concessi, et mesme Resfest en substance, et mesme lantant, come cest Verbe Confirmavi. Si come jeo sui disseise d'un entive de terre, et io face un chartre Sciunt presentes, &c. quod dedi a le disseisor, &c. vel quod concessi a le disseisor

ording to the purport of the same Grant. But in this case it behoveth, that the Patron hath a Fee simple in the Advowson, for if he hath but an estate for life or in tail in the Advowson, then the Grant shall not stand, but during his life, and the life of the Parson which granted, &c.

Also if a man letteth land for term of life, the which Tenant for life charge the land with a rent in fee, and he in the reversion confirm the same grant, the charge is good enough and effectual.

Also, if there be a perpetual Chantery where with the ordinary hath nothing to do or meddle, Quare if the Patron of the Chantery, and the Chaplein of the same Chantery may charge the Chantery with a rent charge in perpetuity.

Also in some case this Verb Dedi, or this Verb Concessi hath the same effect in substance, and shall ensure to the same intent, as this Verb Confirmavi. As if I be disseised of a Carve of Land, and I make such a Deed, Sciunt presentes, &c. quod dedi to the Disseisor, &c. or quod concessi to the said Disseisor,

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le dit carve, &c. et jeo delivrer tant seulement le fait a luy sans aucun livery de seisin del terre, cest un bone Confirmation, et auxy fort en ley, sicome il avoit en le fait cest verbe Confirmavi, &c.

Item si jeo lessa terre un home pur terme dans, per force de quel il est en possession, &c. Et puis jeo face un fait a luy, &c. Quod dedi & concessi, &c. le dit terre a aver pur terme de sa vie, et delivrer a luy le fait, &c. douque maintenant il ad estate en le terre pur terme de sa vie.

Et si jeo die en le fait, a aver & tener a luy et a ses heires de son corps engendres, il ad estate en fee tail, et si eo die en le fait, a aver et tener a luy et a ses heires, il ad estate en fee simple, car ceo uvera a luy per force de confirmation denlarger son estate.

Item si home soit disseis, et le disseisor devie seise, et son heire est eins per descent, & puis le disseisee et l'heire le disseisor sont joynment un fait a un autre en fee, et livery de seisin sur ceo est fait (Quant al heire le disseisor, que ensealast le

the said Carve, &c. and I deliver only the Deed to him without any livery of seisin of the land, this is a good confirmation, and as strong in law, as if the had been in the Deed this Verb Confirmavi, &c.

Also if I let land to a man for a term of years, by force whereof he is in possession, &c. and after I make a Deed to him, &c. Quod dedi & concessi, &c. the said land to have for term of his life, and I deliver to him the Deed, &c. then presently he hath an estate in the Land for term of his life.

And if I say in the Deed, to have and to hold to him and to his heires of his body ingendred, he hath an estate in fee tail. And if I say in the deed, to have and to hold to him and to his heires, he hath an estate in fee simple: For this shall enure to him by force of the confirmation to enlarge his estate.

Also if a man be disseised, and the disseisor die seised, and his heir is in by descent, and after the disseisee, and the heir of the disseisor make joyntly a Deed to another in fee, and livery of seisin is made upon this, (as to the heir of the Disseisor that sealed

Cc 2 fait

fait) les tenemens passés et eurent par mesme le fait par voy de feoffement, & quant al disseisee que onsealast mesme le fait, ceo ne urera si non par voy de confirmation. Mes si le disseisee en cest cas port brieve dentre en le Per et Cui envers l'alienee del heire le disseisor: Quare coment il pledra cel fait envers le demandant par voy de confirmation, &c. Et saches, mon firs, que est un des plus honorables, laudables, et profitables choses en nostre ley, de aver le science de bien pleder en actions reals et personals, et pur ceo eo soy consaile especialment de mitter ton courage & euvre de ceo apprendre.

Item si soient Seignior et tenant, mesque le Seignior confirma lestate que le tenant ad en les tenements, uncore le Seigniorie entierment demurt a le Seignior come il fuit adewant.

En mesme le manner est, si home ad un rent charge hors de certain terre, et il confirma lestate que le tenant ad en la terre, uncore demurt a le Confirmer le rent charge.

the deed) the tenements do pass and enure by the same deed by way of Feoffment; and as to the Disseisee who sealed the same Deed, this shall enure but by way of Confirmation. But if the Disseisee in this case brings a Writ of entry in the Per and Cui against the alienee of the heir of the Disseisor: Quare how he shall plead this Deed against the Demandant by way of confirmation, &c. And know, my son, that it is one of the most honorable, laudable, and profitable things in our Law, to have the science of well pleading in actions reals and personals; and therefore I counsel thee especially to imploy thy courage and care to learn this.

Also if there be Lord and tenant, albeit the Lord confirm the estate which the Tenant hath in the Tenements, yet the Seigniorie remaineth entire to the Lord as it was before.

In the same manner is it, if a man hath a Rent charge out of certain Land, and he confirm the estate which the Tenant hath in the land, yet the Rent charge remaineth to the Confirmer.

En mesme le manner est, si un home ad common de pasture en autre terre, si confirma estate de le tenant de la terre, rien departera de luy de son common, mas ceo nient obstant le common demurt a luy come fait a devant.

Mes si soient Seignior et tenant, le quel tenant tient de son Seignior per le service de fealty et 20 s. devant, si le Seignior per son fait confirma l'estate le tenant, a tener per 12 d. ou per un denier, ou per un maille: en cest cas le tenant est discharge de tous les autres services, et le rendra rein a le Seignior, forsque ceo que est comprise deins mesme le Confirmation.

Mes si le Seignior voile per faire de confirmation, que le tenant en cest cas doit rendre a luy un esprever, ou un rose annuel, mis a tel feast, &c. cest confirmation est void, par ceo que il reserva a luy un nouvel chose que ne fait parcel de ses services devant la confirmation, et issint le seignior peut bien per tel confirmation abridger les services, per ceo que le tenant tient de luy, mes il ne peut réserver a luy nouvel services.

In the same manner it is, if a man hath common of pasture in other land, if he confirm the estate of the Tenant of the Land, nothing shall pass from him of his Common; but notwithstanding this, the Common shall remain to him as it was before.

But if there be Lord and Tenant, which Tenant holdeth of his Lord by the service of fealty and 20 shillings rent, if the Lord by his Deed confirm the estate of the Tenant to hold by 12 pence or by a penny, or by a half penny: In this case the Tenant is discharged of all the other Services, and shall render nothing to the Lord, but that which is comprised in the same Confirmation.

But if the Lord will by his Deed of Confirmation that the Tenant in this case shall yield to him a Hawk or a rose yearly at such a Feast, &c. this confirmation is void, because he reserveth to him a new thing which was not parcel of his services before the confirmation: And so the Lord may well by such confirmation abridge the services by which the tenant holdeth of him, but he cannot reserve to him new services.

Item, si soit seignior, mesne, et tenant, et le tenant est un Abbe, que tient de mesne per certain services annualment, le quel nad ascun cause d'aver acquittance envers son mesne pur porter brieve de Mesne, &c. en cest cas, si le mesne confirma lestate que le Abbe ad en la terre, a aver et tener la terre a luy et a ses successeurs en frankalmoigne, &c. en cest cas la confirmation est bone, et adonques le Abbe tiendra de la mesne en frankalmoigne. Et la cause est pur ceo que nul novel service est reserve, car tous les services especialment specifies sont extincts, et nul rent est reserve al mesne fors que que le Abbe tient de luy la terre, et ceo fist il devant la confirmation, car celui que tient en frankalmoigne, ne doit faire ascun corporal service, issint que per tel confirmation il appert, que le mesne ne reserva a luy ascun novel service, mas que les tenements seront tenus de luy come ceo fust devant. Et en cest cas l'Abbe avera un breif de mesne, si soit distreine en son default per force de le dit confirmation, luy per case il ne puiroit aver un brieve adavant, &c.

Also, if there be Lord, Mesne and tenant, and the tenant is an Abbot that holdeth of the mesne by certain services yearly, the which hath no cause to have acquittance against his Mesne for to bring a Writ of Mesne, &c. in this case, if the Mesne confirm the Estate that the Abbot hath in the land, to have and to hold the land unto him and his successors in frankalmoign, or free alms, &c. in this case this confirmation is good, and then the Abbot holdeth of the mesne in frankalmoign: & the cause is, for that no new service is reserved, for all the services specially specified be extinct, and no rent is reserved to the Mesne, but the Abbot that hold the land of him as it was before the confirmation; for he that holdeth in frankalmoigne ought to do no bodily service; so that by such confirmation it appeareth the mesne shall not reserve unto him any new service, but that the land shall be holden of him as it was before, and in this case the Abbot shall have a Writ of Mesne if he be distreined in his default, by force of the said confirmation, where per case he might not have such a writ before.

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Item, si jeo sue seisse d'un vilain come de vilain en gros, et un autre luy prent hors de ma possession, enclainant luy destre son vilain la ou il navoit aucun droit d'aver luy come son vilain, & puis jeo confirma a luy l'estate que il ad en mon vilain, cest confirmation semble void, pur ceo que nul poit aver possession de un home come de vilain en grosse, si non celuy que ad droit de luy aver come son vilain en grosse. Et issint entant que celuy a que le confirmation fuit fait, ne fuit seisse de luy come de son vilain a le temps de confirmation fait, tiel confirmation est void.

Mes en cest cas, si tiels parols fueront en le fait, &c. Sciatis me dedisse & concessisse tali, &c. talem villanum meum, cest bone, mes ceo urera per force et voy de grant, et newy per voy de confirmation, &c.

Et aucun foirs ceux verbs Dedi & concessi, ureront per voy dextinguishment del chose done ou grant, sicome un tenant tient de son seignior per certain rent, et le seignior granta per son fait a le tenant et a ses heirs

Also, if I be seised of a vilain as of a vilain in gros, and another taketh him out of my possession, claiming him to be his vilain there where he hath no right to have him as his vilain, and after I confirm to him the estate which he hath in my vilain, this confirmation seemeth to be void, for that none may have possession of a man as of a vilain in gros, but he which hath right to have him as his vilain in gros. And so in as much as he to whom the confirmation was made, was not seised of him as of his vilain at the time of the Confirmation made, such confirmation is void.

But in this case, if these words were in the deed, &c. *Sciatis me dedisse & concessisse tali, &c. talem villanum meum*, this is good; but this shall enure by force and way of grant, and not by way of confirmation, &c.

And sometimes these Verbs *Dedi & concessi*, shall enure by way of extinguishment of the thing given or granted; as if a tenant hold of his lord by certain rent, and the Lord grant by his deed to the tenant and his heirs the

le rent, &c. ceo uera a
le tenant per voy dextin-
guishment; car per cest
grant le rent est extinct,
&c.

En mesme le manner est,
dou un ad un rent charge
hors de certain terre, &
il granta al tenant de la
terre le Rent charge, &c.
et la cause est, pur ceo que
appiert, per les parols del
grant, que le volunt le
donor est, que le tenant
auera le rent, &c. et en-
tant que il ne puit auer ne
perceiuer ascun rent hors
de son terre demesne, pur
ceo le fait sera intende
et pris pur le plus aduan-
tage et auail pur le Tenant
que puit estre pris, & ceo
est per voy dextinguish-
ment.

Item, si ceo leffa Terre a
un home pur term dant, et
puis jeo confirma son estate
sans plus parols miter en
le fait, per cel il had plus
grander estate que pur
term dans, sicome il avoit
adevant.

Mes si jeo releffa a luy
mon droit que jeo aye en le
terre sans plus parols mit-
ter en le fait, il ad estate
de franktenement. Issint
pores entendre, mon frere, di-
vers grand aduersites pe-

rent, &c. this shall enure
to the tenant by way of ex-
tinguishment; for by this
grant the rent is extinct,
&c.

In the same manner it is,
where one hath a Rent
Charge out of certain
Land, and he grant to the
Tenant of the Land the
Rent-charge, &c. And the
reason is, for that it ap-
peareth by the words of
the Grant, That the will
of the Donor is, That the
Tenant shall have the rent,
&c. and inasmuch as he
cannot have or perceive
any rent out of his own
Land, therefore the deed
shall be intended and taken
for the most advantage,
and auail for the tenant,
that it may be taken, and
this is by way of extin-
guishment.

Also, if I let Land to a
man for term of years, and
after I confirm his estate,
without putting more
words in the Deed, by this
he hath no greater estate
than for term of years, as
he had before.

But if I release to him
all my right which I have
in the Land, without put-
ting more words in the
Deed, he hath an estate
of freehold. So thou may-
est understand (my son)

renew

reuter Releases et Confirmation.

*Item, si j'eo estant de-
ins age leissa terre a un au-
ter pur terme de xx. ans,
et puis granta la terre a un
auter per terme de x. ans,
issint il granta forsque par-
cel de son terme, en cest
case quant j'eo sra de
pleine age, si j'eo releffa al
Grantee de mon lessee,
&c. cest release est void,
pur ceo que il ny ad aucun
privy perenter luy et
moy, &c. Mes si j'eo con-
firme son estate, donque
cest confirmation est bone.
Mes si mon Lessee granta
tout son estate a un auter,
donques mon release fait
a le grantee est bone et ef-
fectual.*

*Item, si home granta un
rent charge issuant hors de
son terre a un auter pur
terme de son vie, et puis il
confirma son estate en le
dit rent, a aver et tener
a luy en fee taile ou en fee
simple, cest Confirmation
est void, quant a enlanger
son estate, pur ceo que ce-
luy que confirme navoit
aucun Reversion en le
rent.*

*Mes si home soit seific
en fee de Rent service ou
de rent charge, et il grant
le rent a un auter per term
de vie, et le tenant at-*

*divers great diversities be-
tween Releases and Confir-
mations.*

Also, if I being within
age let land to another for
term of xx years, and af-
ter he granteth the land to
another for term of ten
years, to he granteth but
parcel of his term : In this
case when I am of full age,
if I release to the Grantee
of my Lessee, &c. this Re-
lease is void, because there
is no privy between him
and me, &c. but if I con-
firm his estate, then this
confirmation is good. But
if my lessee grant all his
estate to another, then
my release made to the
Grantee is good and ef-
fectual.

Also, if a man grant a
Rent-charge issuing out of
his Land to another for
term of his life, and after
he confirmeth his estate in
the said rent ; To have
and to hold to him in fee
tail or in fee simple, this
Confirmation is void as to
inlarge his estate, because
he that confirmeth hath
not any Reversion in the
Rent.

But if a man be seised in
fee of a rent-service, or
rent-charge, and he grant
the rent to another for
life, and the tenant attor-

turna, et puis il confirma
lestate de le grantee en fee
tail ou en fee simple, cest
confirmation est bone, quant
a enlarger son estat, selon-
que les parols le confirma-
tion, pur ceo que celui
que confirma al temps de
confirmation avoit un re-
version del rent.

Mes en cas avandit lon
lome grant un rent
charge a un autre pur
terme de vie, sil voile
que le grantee auroit
estate en le taile, ou en
fee, il convient que le fait
de grant del rent charge
pur terme de vie, soit sur-
render ou cancel et don-
ques de faire un novel fait
d'autiel rent charge, A
aver et perceiver si le
grantee en le taile, ou en
fee, &c. Ex paucis plu-
rima concipit ingeni-
um.

neth, and after he confir-
meth the estate of the
grantee in fee tail, or in
fee simple, this confirma-
tion is good, as to enlarge
his estate according to the
words of the confirmation,
for that he which confir-
med at the time of confir-
mation had a reversion of
the rent.

But in the case aforesaid
where a man grants a rent
charge to another for term
of life, if he will that the
grantee should have an es-
tate in tail, or in fee, it
behovert that the deed of
grant of the rent-charge
for term of life be surren-
dered or cancelled, and
then to make a new deed of
the like rent charge, To
have and perceive to the
grantee in tail or in fee,
&c. Ex paucis plurima con-
cipit ingenium.

CHAP.

CHAP. X.

Of Attornment.

Attornment est, come
si soit Seignior &
tenant, et le Seig-
nior voila granter per son
fait les services de son
tenant a un autre pur
terme dans, ou pur terme
de vie, ou en taile, ou en
fee, il convient que le te-
nant attorne a le grantee
en le vie le grantor, per
force et vertue del grant,
ou autrement le grant est
void. Et attornement est
nul autre en effect, forsque
quant le tenant ad oye del
grant fait per son Seig-
nior, que mesme le tenant
agreea per parol a le dit
grant, sicome adire a le
grantee, jeo moy agree a
le grant fait a vous, &c.
ou jeo sue bien content de
le grant fait a vous, mes
le plus common attorn-
ment est, adire, Sir, jeo
attorne a vous per force
d'el dit grant, ou jeo de-
veigne vostre tenant, &c.
ou liverer al grantee un
denier, ou un maille, ou
un farthing per voy d'at-
tornement.

Attornment is, as if
there be Lord and
tenant, and the Lord
will grant by his Deed the
services of his Tenant to
another for term of years,
or for term of life, or in
tail, or in Fee, the tenant
must attorne to the Gran-
tee in the life of the gran-
tor by force and vertue of
the grant, or otherwise the
grant is void. And attorn-
ment is no other in effect,
but when the tenant hath
heard of the Grant made
by his Lord, that the same
tenant do agree by word
to the said grant, as to say
to the grantee, I agree
the Grant made to you,
&c. or I am well content
with the grant, made to
you; but the most com-
mon attornment is, to say,
Sir, I attorn to you by
force of the said Grant, or
I become your Tenant,
&c. or to deliver to the
Grantee a penny, or a
half-penny, or a farthing,
by way of Attornment.

Item,

Item, si le Seignior graunt l'service de son tenant a un home, et puis per un fait portant un darreme date, il grant a mesmes les services a un autre, et Vtenant attorne a le second grantee, ou a le dit grantee ad les services, et coment que apres le Tenant voile attorne a le primer grantee, cest clerement void, &c.

Item, si home soit seise de un mannor, quel Mannor est parcel en demesne, en service, si le voile aligier ce mannor a un autre, il couient que per force del alienation, que tous les tenants que teignent del alienor, come de son Mannor, attornent al alienee, ou autrement les services, demurront continualment en l'alienor, surprise tenants a volente, car il ne besoigne que Tenants a volente attournent sur tel alienation, &c.

Item, si soient seignior et tenant, et le tenant lette la terre a un autre pur terme de vie, ou dona la terre en le taile saving le reversion a luy. &c. si le Seignior en tel cas grant a son Seignior a un autre, il couient que celui en le reversion attorne al grantee, et nemy le tenant a terme de vie, ou le te-

Also, if the Lord grant the service of his Tenant to one man, and after by his Deed bearing a latter date he grant the same services to another, and the tenant attorn to the second Grantee, now the said Grantee hath the services; and albeit afterwards the Tenant will attorn to the first Grantee, this is clearly void, &c.

Also, if a man be seised of a Mannor, which Mannor is parcel in demesne, and parcel in service, if he will alien this Mannor to another it behoveth that by force of the alienation, all the Tenants which hold of the alienor as of his Mannor do attorn to the alienee, or otherwise the services remain continually in the alienor, saving the tenants at will; for it needeth not that Tenants at will do attorn upon such alienation, &c.

Also, if there be Lord and tenant, and the tenant letteth the land to another for term of life, or giveth the land in tail, saving the Reversion to himself, &c. if the Lord in such case grant his Seignior to another, it behoveth that he in the reversion attorn to the Grantee, and not the tenant for term of life, or

nant

nant en le taile, pur ceo, que en cest cas celuy en le reversion est tenant al Seignior, et nemy le Tenant a terme de vie, ne le tenant en le taile.

En mesme le maner est, lou sont Seignior, mesne et tenant, si le Seignior voile granter les services del mesne, coment que il ne fait aucun mention en son grant del mesne, uncore il covient que le mesne attorna, &c. et nemy le tenant paravaile, &c. pur ceo que le mesne est tenant a luy, &c.

Aler autrement est, lou certain terre est charge dun rent charge, ou Rent secke, car en tiel case si celuy que ad le rent charge ceo grant a un auter, il covient que le tenant del franktenement attorna al Grantee, pur ceo que le franktenement est charge ove le rent, &c. et en rent charge nul avowrie doit estre fait sur aucun person pur le distresse prise, &c. mes il avowera le prise bone & droitu- rel, come en terres ou tene- ments issint charges a son distresse, &c.

Item, si soit Seignior et tenant, et le tenant lessa son teneement a un auter pur terme de vie, le re- mainder a un auter en fee,

the Tenant in tail, because that in this case he in the Reversion is Tenant to the Lord, and not the tenant for term of life, nor the tenant in tail.

In the same manner it is where there are Lord, Mesne and Tenant, if the Lord will grant the services of the Mesne, albeit he maketh no mention in his grant of the Mesne, yet the Mesne ought to attorne, &c. and not the Tenant paravaile, &c. for that the Mesne is Tenant unto him, &c.

But otherwise it is wherein certain land is charged with a Rent-charge or Rent secke, for in such case if he which hath the Rent-charge grant this to another, it behoveth that the Tenant of the freehold attorn to Grantee, for that the Freehold is charged with the rent, &c. And in a Rent-charge no Avowry ought to be made upon any person for the distress taken, &c. but he shall avow the prisel to be good and rightfull, as in lands or tenements so charged with his distress, &c.

Also, if there be Lord and Tenant, and the tenant letteth his tenement to another for term of life,

¶ puis le Seignior granta les services a un autre, &c. et le tenant a terme de vie attorna, ceo est assez bone, par ceo que le Tenant a terme de vie est Tenant en cest case al Seignior, &c. et celuy en le remainder ne poit estre dit tenant al Seignior, quant a cel entent forsque apres la mort le tenant a terme de vie, uncore en cest case se celuy en le remainder morust sans brief, le Seignior auera le remainder per voy descheate, par ceo que coment que le Seignior en tiel cas covient davouer sur le tenant a terme de vie, &c. uncore tout lentier tenement quant a tous les estates de franktenement, ou de fee simple, ou autrement, &c. en tiel cas sont ensemble tenus de le Seignior, &c.

Mes nemy de faire Avowrie sur eux tous ensemble, M.3.H.6.

Item, si soit Seignior et tenant, et le tenant lessa les tenements a un feme par terme de vie, le remainder ouster en fee, et la feme prent baron, et puis le Seignior granta les services, &c. a le baron et ses heires, en cest case le service est mis in suspence d'urant le cover-

the remainder to another in fee, & after the Lord grant the services to another, &c. and the Tenant for life attorn, this is good enough, for that the Tenant for life is Tenant in this case to the Lord, &c. and he in the remainder cannot be said to be Tenant to the Lord, as to this intent, until after the death of the tenant for life, yet in this case if he in the remainder dieth without heir, the Lord shall have the remainder by way of Escheat, because that albeit the Lord in such case ought to avow upon the Tenant for life, &c. yet the whole entire Tenement, as to all the estates of the Freehold or of Fee simple, or otherwise, &c. in such case are together holden of the Lord, &c.

But not to make Avowry upon them altogether, M.3.H.6.

Also, if there be Lord and Tenant, and the Tenant letteth the tenements to a woman for life, the remainder over in fee, and the woman taketh husband, and after the Lord grant the services, &c. to the husband and his heires, in this case the service is put in suspence during the

*tute. Mes si la feme devie
vivant le baron, le Baron
et ses heirs averont le rent
de ceux en le remainder,
&c. et en cest case il ne
besoigne aucun attornement
per parol, &c. pur ceo que
le baron que doit attorne
accepta le fait del graunt
de les services, &c. le
quel acceptance est un at-
tornement en la ley.*

*En mesme le manner
est, si soient Seignior, &
tenant, et le tenant prent
feme, et puis le Seignior
granta les services a la
feme et ses heirs, et le baron
accepta le fait: en cest cas
apres la mort le baron, la
feme et ses heirs averont
les services, &c. car per
le acceptance del fais per le
baron, ceo est bone attorne-
ment, &c. coment que
durant la couverture les
services sont mis en sus-
sistence, &c.*

*Item, si soient Seigni-
ory et tenant, et le tenant
granta les tenements a un
homme pur term de sa vie,
le remainder a un autre
en fee, si le Seignior granta
les services a le tenant a
terme de vie en fee, en
cest cas le tenant a terme
de vie ad Fee en les servi-
ces. Mes les services sont
mis en susistence durant sa*

*Couverture: but if the wife
die living the husband, the
husband and his heirs shall
have the rent of them in
the remainder, &c. And in
this case there needeth no
Attornment by parol &c.
for that the husband
which ought to attorn, ac-
cepted the deed of graunt of
the services, &c. the which
acceptance is an attorn-
ment in Law.*

*In the same manner is
it, if there be Lord and te-
nant, and the tenant taketh
Wife, and after the Lord
grant his services to the
wife and his heirs, and the
husband accepteth the
deed. In this case after
the death of the husband,
the wife and her heirs shall
have the services, &c. for
by the acceptance of the
deed by the husband, this
is a good Attornment, &c.
albeit during the cover-
ture the services shall be
put in susistence, &c.*

*Also, if there be Lord
and Tenant, and the Te-
nant grant the tenements
to a man for term of his
life, the remainder to ano-
ther in fee, if the Lord
grant the services to the
Tenant for life in fee; in
this case the tenant for
term of life hath a Fee in
the services; but the ser-
vices are put in susistence*

vio. Mes les hoires le tenant a terme de vie auront les services apres son decesse, &c. Et en cest cas il ne besoigne attornement, car per l'acceptance del fait de celuy, que doit attourner, &c. est ceo attournement de luy mesme.

Mes lou le tenant ad ey grand et haut estate en les tenements, sicome le Seignior ad en le Seigniory, en tel case, si le Seignior grant a les services al tenant in fee, ceo urera per voy dextinguishment, Causa patet.

Item, si soient Seignior et Tenant, et le tenant fait un leas a un home pur term de sa vie, s'avant, le reversion a luy, si le Seignior grant a le Seigniory a le tenant a terme de vie en fee, en cest case il convient que celuy en le reversion attorna al tenant a terme de vie per force de cel grant, ou autrement le grant est void, pur ceo que celuy en le reversion est tenant al Seignior, &c.

Et uncore il ne tiendra del tenant a terme de vie, durant sa vie. Causa patet.

Item, si soient seignior et tenant, et le tenant tient del Seignior per xx.

during his life. But the Heirs of the Tenant for life shall have the services after his decesse, &c. And in this case there needeth no Attornment: for by the acceptance of the Deed by him which ought to attorn, &c. this is an Attornment of it self.

But where the tenant hath as great and as high estate in the tenements, as the Lord hath in the Seigniory; in such case if the Lord grant the services to the Tenant in fee, this shall enure by way of extinguishment, *Causa patet.*

Also, if there be Lord and tenant, and the tenant maketh a Lease to a man for term of his life, saving the reversion to himself, if the Lord grant the seigniory to tenant for life in fee; in this case it behoveth that he in the reversion must attorn to the tenant for life by force of this grant, or otherwise the grant is void; for that he in the reversion is Tenant to the Lord, &c.

Yet he shall not hold of the Tenant for life during his life. *Causa patet, &c.*

Also, if there be Lord and Tenant, and the Tenant holdeth of the Lord

maners

maners des services, et le Seignior granta son seigniorie a un autre, si le tenant paye en fait aucun parcel d'aucun de les services al grantee, ceo est bone attornment, de et pur tous les services, coment que l'entent de le tenant fuit d'attourner forsque de cel parcel pur ceo que le Seigniorie est entier, coment que ils sont divers maners des services que le tenant doit faire, &c.

Item, si soit seignior et tenant, et le tenant tione del seignior per plusors maners des services, et le seignior granta les services a un autre per fine, si le grantee sue un Scire facias hors del mesme le fine pur aucun parcel de les services, et ad judgment de recover, cel judgment est bone attornment en ley, pur tous les services.

Item, si le Seignior dun rent service granta les services a un autre, et le tenant attorna per un denier, et puis le grantee distraigne pur le rent arere, et le tenant a luy fait rescous, en ceo cas le grantee n'aura assise del rent, forsque briefe de rescous, pur ceo que le doner del denier per le tenant, ne fait forsque per voy d'at-

by xx. manner of services, and the Lord grant his Seigniorie to another, if the Tenant pay in Deed any parcel of any of the services to the Grantee; this is a good Attornment, of and for all the services albeit the intent of the tenant was to attorn but for this parcel, for that the seigniorie is intire, although there be divers manner of services which the Tenant ought to do, &c.

Also, if there be Lord and tenant, and the Tenant holdeth of the Lord by many kind of services, and the Lord grant the services to another by fine, if the grantee sue a Scire facias out of the same fine for any parcel of the services, and hath judgment to recover, that judgment is a good attornment in law for all the services.

Also, if the Lord of a Rent service grant the services to another, and the Tenant Attorn by a penny, and after the Grantee distraign for the Rent behind, and the Tenant make rescous; In this case the Grantee shall not have an Assise for the Rent, but a Writ of Rescous, because the giving of the penny by the Tenant was not but by

Dd 3 attornment,

vio. Mes les hoires le tenant a terme de vie aueront les services apres son decease, &c. Et en cest cas il ne besoigne attornement, car per l'acceptance del fait de celuy, que doit attourner, &c. est ceo attournement de luy mesme.

Mes lou le tenant ad cy grand et haut estate en les tenements, sicome le Seignior ad en le Seigniorie, en tiel case, si le Seignior grant a les services al tenant in fee, ceo urera per voy dextinguishment, Causa patet.

Item, si soyent Seignior et Tenant, et le tenant fait un leas a un home pur term de sa vie, sauant, le reversion a luy, si le Seignior grant a le Seigniorie a le tenant a terme de vie en fee, en cest case il covient que celuy en le reversion attorne al tenant a terme de vie per force de cel grant, ou autrement le grant est void, pur ceo que celuy en le reversion est tenant al Seignior, &c.

Et encore il ne tiendra del tenant a terme de vie, durant sa vie. Causa patet.

Item, si soient seignior et tenant, et le tenant tient del Seignior per xx.

during his life. But the Heirs of the Tenant for life shall have the services after his decease, &c. And in this case there needeth no Attornment: for by the acceptance of the Deed by him which ought to attorn, &c. this is an Attornment of it self.

But where the tenant hath as great and as high estate in the tenements, as the Lord hath in the Seigniorie; in such case if the Lord grant the services to the Tenant in fee, this shall enure by way of extinguishment, Causa patet.

Also, if there be Lord and tenant, and the tenant maketh a Lease to a man for term of his life, saving the reversion to himself, if the Lord grant the seigniorie to tenant for life in fee; in this case it behoveth that he in the reversion must attorn to the tenant for life by force of this grant, or otherwise the grant is void; for that he in the reversion is Tenant to the Lord, &c.

Yet he shall not hold of the Tenant for life during his life. Causa patet, &c.

Also, if there be Lord and Tenant, and the Tenant holdeth of the Lord

maners

maners des services, et le Seignior granta son seigniorie a un autre, si le tenant paye en fait aucun parcel d'aucun de les services al grantee, ceo est bone attornment, de et pur tous les services, coment que l'entent de le tenant fuit d'attourner forsque de cel parcel pur ceo que le Seigniorie est entier, coment que ils sont divers maners des services que le tenant doit faire, &c.

Item, si soit seignior et tenant, et le tenant tient del seignior per plusors maners des services, et le seignior granta les services a un autre per fine, si le grantee sue un Scire facias hors del mesme le fine pur aucun parcel de les services, et ad iudgment de recover, cel iudgment est bone attornment en ley, pur tous les services.

Item, si le Seignior dun rent service granta les services a un autre, et le tenant attorna per un denier, et puis le grantee distraint pur le rent arere, et le tenant a luy fait rescous, en ceo cas le grantee n'aura assise del rent, forsque briefe de rescous, pur ceo que le doner del denier per le tenant, ne fait forsque per voy d'at-

by xx. manner of services, and the Lord grant his Seigniorie to another, if the Tenant pay in Deed any parcel of any of the services to the Grantee; this is a good Attornment, of and for all the services albeit the intent of the tenant was to attorn but for this parcel, for that the seigniorie is intire, although there be divers manner of services which the Tenant ought to do, &c.

Also, if there be Lord and tenant, and the Tenant holdeth of the Lord by many kind of services, and the Lord grant the services to another by fine, if the grantee sue a Scire facias out of the same fine for any parcel of the services, and hath judgment to recover, that judgment is a good attornment in law for all the services.

Also, if the Lord of a Rent service grant the services to another, and the Tenant Attorn by a penny, and after the Grantee distraint for the Rent behind, and the Tenant make rescous; In this case the Grantee shall not have an Assise for the Rent, but a Writ of Rescous, because the giving of the penny by the Tenant was not but by

tenement, &c. Mes si le tenant avoit done a le grantee le dit denier, come parcel de le rent, ou un maille, ou un farthing per voy de seisin del rent, donques ceo est bone attornment, et auxy est bone seisin al grantee del rent, et donque sur tiel rescous le grantee avera assise, &c.

Item, si sont plusors Joyntenants que reigont per certaine services, et le Seignior graunta a un autre les services, et un de les Joyntenants attorna al grantee, ceo est auxy bone, sicame tous ussent attorne, pur ceo que le Seignior est entiere, &c.

Item, si home lessa tenements a terme dans, per force de quel lease le Lessee est seise, et puis le Lessor per son fait granta le reversion a autre pur terme de vie, ou en taile, ou en fee, il covient en tiel case que le tenant a terme dans attorna, ou autermant rien passera a tiel grantee per tiel fait. Et si en cest case le tenant a terme dans attorna al Grantee, donques maintenant passera le Franktenement al Grantee per tiel attornment sans aucun livery de seisin, &c. pur ceo que

way of Attornment, &c. but if the Tenant had given to the Grantee the said penny as parcel of the Rent, or half a penny, or a farthing by way of seisin of the Rent, then this is a good attornment, and also it is a good seisin to the Grantee of the rent, and then upon such rescous the Grantee shall have an assise, &c.

Also, if there be many Joyntenants which hold by certain services, and the Lord grant to another the services, and one of the Joyntenants attorn to the Grantee, this is as good as if all had attorned, for that the Seignior is entiere, &c.

Also, if a man letteth tenements for term of years, by force of which Lease the Lessee is seised, and after the Lessor by his Deed grant the reversion to another for term of life, or in tail, or in Fee; it behoveth in such case that the Tenant for years attorn, or otherwise nothing shall pass to such grantee by such deed. And if in this case the Tenant for years attorn to the Grantee, then the Freehold shall presently pass to the Grantee by such attornment without any livery

*Si aucun livery de seisin, &c. sera ou besoigne de-
stre fait, en cel case don-
ques le tenant a terme
dans serroit al temps de li-
verie de seisin ouste de son
possession, le quel serroit
encounter reason, &c.*

*Item, si Tenements soi-
ent lesses a un home pur
terms de vie, ou done en
le taile savant le reversion,
&c. si celuy en le rever-
sion en tiel case granta le
reversion a un autre per
son fait, il covient que le
tenant de la Terre attorna
al grantee en la vie le
grantor, ou autrement, le
grant est void.*

*En mesme le maner
est, si terre soit done en
taile, ou lessa a un home
per terme de vie, le re-
mainder a un autre en fee,
si celuy en le remainder
voile granter cest remain-
der a un autre, &c. si le
tenant de la terre attorna
en la vie le grantor, don-
ques le grant de tiel re-
mainder est bone, ou auter-
ment nemy.*

*P. 12 E. 4. Et la est
reenu per tout le Court,
que Tenant en Taile ne
serra arēt dattornner, mes
sil attorna gratis, cest as-
seis bone.*

Item, si terre soit lessa

*of seisin, &c. because if
any livery of seisin, &c.
should be or were needful
to be made, then the Te-
nant for years should be at
the time of the Livery of
seisin ousted of his pos-
session, which should be
against reason, &c.*

*Also, if Tenements be
letten to a man for term of
life, or given in tail, sa-
ving the reversion, &c. if
he in the reversion in such
case grant the reversion to
another by his Deed, it
behoveth that the tenant
of the Lord attorn to the
grantee in the life of the
Grantor, or otherwise the
Grant is void.*

*In the same manner is it,
if land be granted in tail,
or let to a man for term of
life, the remainder to ano-
ther in fee, if he in the
remainder will grant this
remainder to another, &c.
if the tenant of the land
attorn in the life of the
Grantor; then the grant
of such a remainder is
good, or otherwise not.*

*P. 12 Edw. 4. It is
there holden by the whole
Court, that Tenant in
Tail shall not be compel-
led to attorn; but if he
will attorn gratis, it is good
enough.*

Also, if Land be let to a

un home pur terme dans, le remainder a un autre pur terme de vie, reservant al Lessor un certain rent per an, et liverie de seisin sur ceo est fait al tenant per terme dans, si cestuy en le reversion en cest case granta le reversion a un autre, &c. et le tenant que est en le remainder apres le terme dans soy attourna, ceo est bone Attornement, et celuy a que cest reversion est graunt per force de tiel Attornement distreynera le Tenant a terme dans pur le Rent due apres tiel Attornement, coment que le tenant a terme dans ne unques attournast a luy. Et la cause est, pur ceo que lou le reversion est dependant sur lestate del franktenement, suffist que le ceo del franktenement attourna sur tiel grant del Reversion, &c.

Et est ascavoir, que lou un leas a terme dans, ou a terme de vie ou done en tade est fait a ascun home, reservant a tiel lessor, ou donor un certain rent, &c. si tiel lessor, ou donor, granta a son reversion a un autre, et le tenant del terre attourna, le rent passa al grantee, coment que en le fait del grant de reversion nul men-

man for years, the remainder to another for life, reserving to the Lessor a certain rent by the years, and Livery of Seisin upon this is made to the Tenant for years, if he in the Reversion in this case grant the Reversion to another, &c. and the Tenant which is in the Remainder after the term of years attorn; this is a good Attornment, and he to whom this Reversion is granted, by force of such Attornment shall distrein the Tenant for years for the Rent due after such Attornment, albeit the Tenant for years did never attorn unto him. And the cause is, for that where the Reversion is depending upon an estate of Freehold, it sufficeth that the Tenant of the Freehold do attorn upon such a Grant of the Reversion, &c.

And it is to be understood, that where a lease for years or for life, or a gift in tail is made to any man, reserving to such Lessor or Donor a certain rent, &c. if such Lessor or Donor grant his reversion to another, and the tenant of the land attorn, the rent passeth to the Grantee, although that in the deed of the Grant of the reversion

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tion soit fait de le rent,
par ceo que le rent est in-
cident al reversion en tiel
case, et nemy e converso,
&c. Car si home voile
graunter le rent en tiel
case a un autre, reversant
a luy le reversion del terre,
coment que le tenant at-
torna a le grauntee, ceo
ferra forsque un rent secke
&c.

Item, si home lessa ter-
re a un autre par terme de
sa vie, et puis il confirma
per son fait estate de le ten-
nant a terme de vie, le
remainder a un autre en
fee, et le tenant a terme
de vie accepta le fait, don-
ques est le remainder en
fait en celuy a que le re-
mainder est done ou limitee
per mesme le fait, car
per l'acceptance del tenant
a terme de vie del le fait,
ceo est un agreement del
luy, et issint un attorne-
ment en ley. Mes nuncore
celuy en le remainder
n'aura aucun act on de
Waste ne autre benefite per
tiel remainder, si non que
il avoit l'dit fait en po-
gne, per que le remainder
fuit taile ou graunt a luy.
Et pur ceo que en tiel cas
le tenant a terme de vie
voile per cas reteigner le
fait a luy, et cel entent
que celuy en le remainder
n'avoit aucun action de

no mention be made of the
rent, for that the rent is
incident to the reversion in
such case, and not e con-
verso, &c. For if a man
will grant the rent in such
case to another, reserving
to him the reversion of the
Land, albeit the Tenant
attorn to the Grantee; this
shall be but a rent secke,
&c.

Also, if a man let land
to another for his life, and
after he confirm by his
Deed the estate of the Ten-
nant for life, the remain-
der to another in fee, and
the Tenant for life accep-
teth the Deed, then is the
remainder in fait in him to
whom the remainder is
given or limited by the
same Deed: for by the
acceptance of the Tenant
for life of the deed, this is
an agreement of him, and
so an Attornement in law.
But yet he in the remain-
der shall not have any
action of Waste nor other
benefit by such remainder,
unles that he hath the
said Deed in hand whereby
the remainder was entailed
or granted to him. And
because that in such case
the Tenant for life perad-
venture will retain the
Deed to him to this intent
that he in the remainder
should not have any action
Waste

Waste envers luy, pur ceo
que il ne poit venir daver
le fait en sa possession, il
serra bone et sure chose en
tiel cas pur ceuluy en le re-
mainder, que un fait en-
dent soit fait per ceuluy que
voile faire tiel confirmation
et le remainder ouster, &c.
et que ceuluy que faire tiel
confirmation delivra un
part del Indenture al re-
mainder a terme de vie, et le
autre part a ceuluy que a-
vera le remainder. Et
donque il per monstrance
de le part del indenture,
poit aver action de Waste
envers le tenant a terme
de vie, et tous autres ad-
vantages que ceuluy en le
remainder poit aver en tiel
case, &c.

Item, si deux Joynte-
nants sont, les queux les-
sont leur terre a un autre
pur terme de vie, rendant
a eux et a leur heirs cer-
taine rent per an, en cest
case si un des Joyntenants
en le reversion releffa a
l'autre Joyntenant en
mesme le reversion, cest
releas est bone, et ceuluy a
que le releas est fait avera
seulement le rent del tenant
a terme de vie, et a era
seulement un brieve de
Waste envers luy coment
que il ne unques attorne-
roit per force de tiel re-

of Waste against him; for
that he cannot come to
have the Deed in his pos-
session, it will be a good
and sure thing in such case
for him in the remainder,
that a Deed indented be
made by him which will
make such Confirmation
and the remainder over,
&c. and that he which ma-
keth such Confirmation de-
liver one part of the Inden-
ture to the Tenant for life,
and the other part to him
that shall have the remain-
der. And then he by shew-
ing of that part of the In-
denture may have an Acti-
on of Waste against the
Tenant for life, and all o-
ther advantages that he in
the remainder may have in
such a case, &c.

Also, if two Joynte-
nants be, who let their
land to another for term of
life, rendring to them and
to their Heirs a certain
yearly rent: In this case
if one of the Joyntenants
in the reversion release to
the other Joyntenant in
the same reversion, this
release is good, and he to
whom the release is made
shall have only the rent of
the Tenant for life, and
shall only have a Writ of
Waste against him, al-
though he never attorned
by force of such release,

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leas, &c. Et la cause est pur le privity que un foies finit perenter le tenant a terme de vie, et eux en le reversion.

En mesme le maner, et pur mesme la cause est, lon home lessa terre a un autre pur terme de vie, le remainder a un autre pur terme de vie, reservant le reversion al lessor, en cest cas si celui en le reversion releffa a celui en le remainder et a ses heires tout son droit, &c. donc que celui en le remainder ad un fee, &c. et il avera un brieve de Waste envers le tenant a terme de vie sans aucun attornement de luy, &c.

Item, si home lessa terres ou Tenements a un autre pur terme des ans, et puis il ousta son termour, et ent enfeoffa un autre en fee, et puis le tenant a terme dans enter sur le feoffee, enclainant son term, &c. et puis fait waste, en cest case le feoffee avera per la ley un brieve de waste envers luy, et encore il n'attornast pas a luy. Et la cause est, come jeo suppose, pur ceo que celui que ad droit de aver terres ou tenements pur terme dans, ou auterment, ne serroit per la ley misconusant de les feoffements que

&c. And the reason is for the privity which once was between the Tenant for life, and them in the Reversion.

In the same manner, and for the same cause is it, where a man letterth land to another for life, the remainder to another for life, reserving the reversion to the lessor; in this case, if he in the reversion releaseth to him in the remainder and to his heirs all his right, &c. Then he in the remainder hath a fee, &c. And he shall have a Writ of Waste against the tenant for life without any attornment of him, &c.

Also, if a man let lands or tenements to another for term of years, and after he oust his termor, and thereof enfeoffe another in Fee, and after the tenant for years enter upon the feoffee, claiming his term, &c. and after doth waste; in this case the feoffee shall have by law a Writ of Waste against him, and yet he did not attorn unto him. And the cause is, as I suppose, for that he which hath right to have lands or tenements for years, or otherwise, should not by Law be misconusant of the feoffements
fueront

fueront faits de et sur mesmes les terres, &c. et tenant que per tiel Feoffement le tenant a terme dans fuit mis hors de son possession, et per son entre il causast le reversion de estre a celuy a que le feoffment fait fait, ceo est bon attornement : car celuy a que le feoffment fait fait, avoit nul reversion devant que le tenant a terme dans avoit enter sur luy, pur ceo que il fuit en possession en son demesne come de fee, et per lentre del tenant a terme dans il y ad forsque un reversion, quel est per le fait le tenant a terme dans, s. per son entrie, &c.

Mesme la ley est, come il semble, lou un Leas est fait pur terme de vie, savant le reversion al Lessor, si le Lessor disseisist le Lessee, et fait feoffment en Fee, si le tenant a terme de vie enter et fait waste, le feoffee avera brieve de waste sans ascun attornement, *Causa qua supra*, &c.

Item, si leas soit fait pur terme de vie, le remainder a un autre en le Taille, le remainder ouster a les droit heires le tenant a terme de vie ; En cest case si le tenant a terme de vie grant a son remainder

which were made of and upon the same lands, &c. and inasmuch as by such feoffment the tenant for years was put out of his possession, and by his entry he caused the reversion to be to him to whom the feoffment was made, this is a good attornment, for he to whom the feoffment was made had no reversion before the tenant for years had entred upon him, for that he was in possession in his demesne as of fee, and by the entry of the Tenant for years, he hath but a reversion, which is by the act of the tenant for years, s. by his entry, &c.

The same Law is, as it seemeth, where a Lease is made for life, saving the reversion to the Lessor, if the lessor disseise the Lessee, and make a feoffment in Fee, if the Tenant for life enter and make waste, the feoffee shall have a Writ of Waste without any other attornment, *causa qua supra*, &c.

Also, if a Lease be made for life, the remainder to another in tail, the remainder over to the right heirs of the tenant for life; in this case if the Tenant for life grant his remainder in Fee to another by

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le reversion
nant al G

en fee a auter per son fait, cel romainder maintenant passa per le fait sans aucun Attournement, &c. Car si a son doit attorne en ceste case, ceo serroit le Tenant a terme de vie, et en vain serroit que il attourneroit sur son grant demesne, &c.

Item, si soit Seignior et tenant, et le Tenant tient del Seignior per certaine rent en service de chevalier, si le Seignior granta les services de son tenant per fine, les services sont maintenant en le grantee per force del fine, mes encore le Seignior ne poit pas distreigne pur aucun parcel de les services sans attournement: Mes si le tenant devia (son heire deins age) le Seignior avera le gard del corps del heire, et de ses terres, &c. coment que il ne unque attournast, par ceo que le Seigniorie fuit en le grantee, maintenant per force de fine. Et auxy en tiel cas, si le tenant morust sans heire, le Seignior avera les tenements per voy descheat.

En mesme le maniere est, si home granta le reversion de son tenant a terme de vie, a un auter per fine, le reversion passa maintenant al Grantee per force

his deed, this remainder maintenant passeth by the deed without any Attournement, &c. for that if any ought to attorn in this case, it should be the Tenant for life; and in vain it were that he should attorn upon his own Grant, &c.

Also, if there be Lord and Tenant, & the Tenant holdeth of the Lord by certain Rent and Knights service, if the Lord grant the services of his tenant by fine, the services are presently in the Grantee by force of the fine: but yet the Lord may not distrein for any parcel of the services, without Attournement. But if the Tenant dieth, his heir within age, the Lord shall have the wardship, of the body of the heir, and of his lands, &c. albeit he never attorned, because that the Seigniorie was in the Grantee presently by force of the fine. And also in such case, if the Tenant die without Heir, the Lord shall have the Tenancie by way of Escheat.

In the same manner it is, if a man grant the reversion of his tenant for life, to another by fine, the reversion maintenant passeth to the Grantee by

del fine, mes le grantee
jammes navera Action de
Wast sans attornment,
C.c.

Mes uncore si le Tenant
a terme de vie alienast en
fee, le grantee poit enter,
C.c. par ceo que le revers
sion fuit en luy per force
del Fine, et tiel alie
nation fuit a son disheri
tance.

Mes en ceo cas lou le
Seignior granta les servi
ces de son tenant per fine,
si Tenant devie (son heire
estant de plein age) le
grantee per le fine navera
reliefe, ne unques distrein
vera pur reliefe, si non que
il avoit lattornement del
Tenant que morust, car de
tiel chose que gist en di
stresse, sur que le Brieve
de replevin est sue, C.c.
home doit et convient da
vouer le prisel bone et
droiturel, C.c. et la co
vient estre attornement
del tenant, coment que le
grant de tiel chose soit
per fine, mes d'aver le
gard de les terres ou ten
ements issint tenus durant
le nonage Pheire, ou de
eux aver per voy descheat,
la ne besoigne afeuv di
stresse, C.c. mes un
entrie en la terre per
force de le droit del
Seigniorie que le grantee
ad per force del Fine,

force of the fine, but the
Grantee shall never have
an Action of Waste with
out Attornment, &c.

But yet if the tenant for
life alieneth in Fee, the
grantee may enter, &c. be
cause the Reversion was in
him by force of the fine,
and such Alienation was
to his disheritance.

But in this case where
the Lord granteth the ser
vices of his Tenant by fine,
if the Tenant die (his
heir being of full age) the
grantee by the fine shall
not have relief, nor shall
ever distrein for relief,
unless that he hath the
Attornment of the Tenant
that dieth: for of such a
thing which lieth in dis
tress, whereupon the Writ
of Replevin is sued, &c. a
man must and ought to a
vow the taking good and
rightful, &c. and there
ought to be an Attornment
of the tenant, although
the grant of such a thing
be by fine: but to have
the wardship of the lands
or tenements so holden dur
ing the nonage of the
heir, or to have them by
way of escheat, there needs
no distress, &c. but an en
try into the Land by force
of the right of the Seig
niory, which the Gran
tee.

Ec. Sic vide diversita-
tem.

Item si soit Seignior, mesne et tenant, et le mesne grant a per fine les services de son tenant a un autre en fee; et puis le grantee morust sans hei e, ore les services del mesnaltie deviendront et escheate al Seignior Paramount per voy descheat: Et si apres les services del mesnaltie sont a derere, en cest cas celui que fuit Seignior Paramount poit distreiner le tenant, nient obstant que le tenant ne unques asturnast, et le cause est, pur ceo que le mesnaltie fuit en fait en le grantee per force de le dit fine, et le Seignior Paramount pu-issoit avouer sur le grantee; pur ceo que il fuit son tenant en fait, coment que il ne serroit a ceo compelle, *Ec.* Mes si le grantor en cest case deviait sans hei e en la vie le grantee, donque il serroit compelle d'avouer sur le grantee, et auxientent que le Seignior Paramount ne la me le mesnaltie per force del grant fait per fine levie per le mesne, mes per vertu de son Seigniorie Paramount; si per voy descheat, il avoua sur le tenant pur les services que

tee hath by force of the fine, &c. Sic vide diversitatem.

Also if there be Lord, Mesne and Tenant, and the Mesne grant by fine the services of his Tenant to another in fee, and after the grantee die without heire, now the services of mesnaltie shall come and escheate to the Lord Paramount by way of escheate. And if afterwards the services of the Mesnaltie be behind; In this case he which was Lord Paramount may distreine the Tenant, notwithstanding that the Tenant did never attorne, and the cause is, for that the Mesnaltie was in deed in the Grantee by force of the said fine, and the Lord Paramount may avow upon the Grantee because in deed he was his Tenant, albeit he shall not be compelled to this, &c. But if the Grantor in this case had died without heire in the life of the Grantee, then he should be compelled to avow upon the Grantee, and also in as much the Lord Paramount doth not claime the Mesnaltie by force of the grant made by fine levied by the Mesne but by vertue of his Seigniorie Paramount, viz. by way of es-

le mesme avoit, &c. com-
me que le tenant ne un-
ques atturapas.

En mesme le maner est,
lou le reversion d'un tenant
a terme de vie soit grant
per fine a un autre en fee,
et le grantee apres mort
sans heirs, ore le Seigneur
ad le reversion per voy des-
cheat. Et si apres le ten-
ant fait wast, le Seigneur
otera brieffe de wast con-
vers luy. mitent contriste-
ant que il ne unques at-
turna, Causa qua supra.
Mettou un lome clame per
force del grant fait per le
fine, si come heire, ou come
assignee, &c. la il ne di-
strenera ne avowera, ne
avera action de wast, &c.
sans Attornment.

Idem en anciant Bo-
roughs at Cities, lou ser-
ves et tenements doins
mesmes les boroughs &
Cities sont devisable per
testament per custome et
use, Or si en tel Bo-
rough ou Citie home soit
seise de rent service, ou
de rent charges et devise
del rent ou service a un
autre per son testament et
mort, en cest cas celui
a que tel devise est fait,
puit distreiner le tenant

cheat he shall avow upon
the tenant for the services
which the mesne had, &c.
albeit that the Tenant did
never attorne.

In the same manner it is
where the reversion of a
Tenant for life is granted
by fine to another in fee,
and the grantee afterwards
dieth without heirs, now
the Lord hath the reversi-
on by way of escheate,
and if after the Tenant
maketh waste, the Lord
shall have a Writ of waste
against him, notwithstanding
that he never attor-
ned, Causa qua supra. But
where a man claimeth by
force of the grant made by
the fine, s. as heire or as
assignee, &c. there he
shall not distraine nor a-
vow, nor have an action
of waste, &c. without At-
tornment.

Also in ancient Bo-
roughs and Cities, where
lands and Tenements with-
in the same Boroughes and
Cities are devisable by
testament by custome and
use, &c. if in such Borough
or Citie a man be seised of
a rent service, or of a rent
charge, and deviseth such
rent or service to another
by his testament and dieth,
In this case he to whom
such devise is made, may
distraine the tenant for the

pur

pur le rent ou service qd-
rere, coment que le tenant
n'ait pas.

En mesme le manier est
lou home lessa tiels tene-
ments devisables a un au-
ter pur terme de vie, ou
pur terme d'ans, et devisa
le reversion per son testa-
ment a un autre en fee, ou
en fee taile et morust, et
puis le tenant fait wast,
celuy a que le devisee fuit
fait avera brieve de wast,
coment que le tenant ne
unque attornat. Et la cau-
se est pur ceo, que la vo-
lunté le devisour fait per
son testament seroit per-
forme solongue l'entent del
devisour, et si voisset de
ceo estre sur l'attornement
del tenant, donques
per cause le tenant ne voyle
unque attornier, et don-
ques le volunté del devisour
ne seroit unque performe.
Et c. et pur ceo le devisee
distrenera, Et c. ou avra
action de waste, Et c. sans
attournement. Car si home
devisa tiels tenements a
un autre per son testament,
Habund sibi imperpetu-
um, et morust, et le de-
visour entent ad fee
simple, Causa qua supra,
incere si fait de feoffment
n'est fait a luy per le
devisour en sa vie de mes-
mes les tenements, Ha-
bund sibi imperpetuum,

rent or servloe arere, a
though the tenant did ne-
ver attorne.

In the same maner is
it, where a man letteth
such tenements devisable
to another for life, or for
years, and deviseth the
reversion by his Testament
to another in fee, or in fee
taile, and dyeth, and af-
ter the Tenant commits
waste, he to whom the de-
visee was made shall have a
Writ of waste, although
the Tenant doth never at-
torne. And the reason is for
that the will of the Devi-
sor made by his Testament
shall be performed accord-
ing to the intent of the
Devisor, and if the effect
of this should lye upon the
Attornment of the Te-
nant, then perchance the
tenant would never attorn,
and then the will of the
devisor should never be
performed, &c. and for
this the devisee shall dis-
treine, &c. or he shall
have an action of waste,
&c. without attornment.
For if a man deviseth such
tenements to another by
his testament, Habund sibi
imperpetuum, and dyeth,
and the devisee enter, he
hath a fee simple, Causa
qua supra, per if a deed of
feoffment had been made
to him by the devisor of

at livery de seisin sur ces
fuit fait, il n'averait estate
forsque pur terme de sa
vie.

Item si home seise dun
mannor quel est parcel en
demefne et parcel en ser-
vice, et ent soit disseise,
mes les tenants que teign-
nont del mannor ne unque
attournant a le Disseisor,
en cest cas coment que le
Disseisor marust seise et
son heire soit ens per dis-
ceant, &c. uncore poit le
Disseisee distreine pur le
rent avere, et aver les ser-
vices, &c. Mes si les te-
nants viendront al Dissei-
sor: et dient, nous deviga
nomis vostre tenants, &c.
ou autre attournement a
luy fesoient, &c. et puis
le Disseisor marust seise,
dunque le disseisee ne poit
distreine pur le rent, &c.
pur ceo que tont l' mannor
descendist al heire le Dis-
seisor, &c.

Mes si un tient de moy
per rent service, la quel
est un service en gros, et
naut per reason de mon
mannor, et un autre que
nul droit ad elaima le
rent, et receive et prent
mesme le rent de mon te-
nant per coherison de di-
stress, ou per autre forme,
et disseisist moy per tel

the same tenements, Has
bend' sibi imperpetuum, and
livery of seisin were made
upon this, he should have
an estate but for term of
his life.

Also if a man be seised
of a mannor which is par-
cel in demefne and parcell
in service, and is thereof
disseised, but the tenants
which hold of the mannor
do never attorne to the
Disseisor. In this case al-
beit the Disseisor dieth sei-
sed, and his heire is in by
disceant, &c. yet may the
Disseisee distreine for the
rent behinde, and have
the services, &c. but if the
tenants come to the Dis-
seisor and say, We become
your tenants, &c. or make
to him some other attorne-
ment, &c. and after the
Disseisor dieth seised, then
the Disseisee cannot di-
streine for the rent, &c.
for that all the Mannor
descendeth to the heire of
the Disseisor, &c.

But if one holdeth of
me by rent service, which
is a service in gros, and
not by reason of my Man-
nor, and another that hath
no right claimeth the rent,
and receives and taketh
the same rent of my Te-
nant by coercion of di-
stress, or by other form,
and disseiseth me by such
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&c.

prendre de rent, comment que tiel disseisor marust issint seise en prenant de rent, uncore apres sa mort jeo puissoy bien distreiner le tenant par le rent que fust aderece devanz de decease del disseisor, et auxi apres son deceas. Et la cause est, par ceo que tiel disseisor n'est pas mon Disseisor forsque a ma election et ma volunt. Car comment que il prent le rent de mon tenant, &c. uncore jeo puissoy a tousz fois distreiner mon tenant par le rent arece, issint que il est a moy forsq; sicome jeo voile sufferer le tenant, estre par tant de temps arece par payer a moy mesme le rent, &c.

Car le payment de mon tenant a un autre, a que il ne doit pas payer, n'est pas disseisin a moy, ne ousta moy pas de mon rent sans ma volunt et ma election, &c. Car comment que jeo puissoy aver Affise envers tiel Pernor uncore ceo est a mon election, si jeo voile prendre luy come mon disseisor, ou non. Issint tiels disseints de rents en gros, ne ousteront pas le Seignior de distreiner, mes a chescun temps ils poient bien distreiner par le rent arece, &c. Et en cest case si

taking of the rent; Albeit such Disseisor dieth so seised in taking of the rent, yet after his death I may well distrein the tenant for the rent which was behind before the decease of the Disseisor, and also after his decease. And the cause is, for that such Disseisor is not my disseisor, but at my election and will. For albeit he taketh the rent of my tenant, &c. yet I may at all times distrain my tenant for the rent behind, so as it is to me but as if I will suffer the tenant to be so long time behind in payment of the same rent unto me, &c.

For the payment of my Tenant to another to whom he ought not to pay is no disseisin to me, nor shall oust me of my rent, without my will and election, &c. For although I may have an affise against such Pernor, yet this is at my election, whether I will take him as my Disseisor, or no. So, such disseints of rents in gross shall not oust the Lord of his Distress, but at any time he may well distrain for the Rent behind, &c. And in this case, if after the Distress of him which so

apres

apres le distresse de luy que wrongfully took the Rent
issint tortiousment prist le I grant by my Deed the
rent jeo graunt per moy service to another, and
fait le service a un autre, the Tenant attorn, this is
et le tenant attorn, good enough, and the ser-
est assez bone, et les ser- vices by such grant and
vices per tel grant et at- Attornment are presently
tornement maintenant in the Grantee, &c. But
sont en le Grantee, &c. otherwise it is, where the
Mes autrement est; le Reht is parcel of a Man-
le rent est parcel de Ma- nor, and the Disseisor di-
nor, et le disseisor morust eth seized of the whole
seisse del Manor entire, Mannor, as in the case
come en le case prochaine next before is said, &c.
avant est dit, &c.

Item, si jeo sue seisse Also, if I be seized of
dun manor parcel en de- a Mannor, parcel in De-
mesne et parcel en service, mesne, and parcel in ser-
et eo done certaine acres vice, and I give certain
del terre, parcel de de- Acres of the Land, parcel
mesne de mesne l'manor of the Demesne of the
a un autre en le taile, same Mannor, to another
rendant a moy et a mes in tail, yielding to me and
heires un certain rent, to my Heirs a certain Rent,
&c. Si en cest case jeo &c. if in this case I be
sue disseisse de la Manor, disseised of the Mannor,
et tous les tenants attor- and all the Tenants attorn-
nant et payent leur rents land pay their rents to the
al disseisor, et auxyle dit Disseisor, and also the said
tenant en tail paye le rent Tenant in Tail pay the
per moy reserve al Disse- Rent by me reserved; to
sor, et puis le disseisor the Disseisor, and after
morust seisse, &c. et son the Disseisor dieth seized
heire entras, et est entr per &c. and his Heir enter
discent, uncore en cest and is by Discent, yet in
case jeo puisse bien di- this case I may well di-
stinguer le Tenant en le strain the Tenant in tail
taile, et ses heires, par le and his Heirs, for the
rent per moy reserve sur le Rent by me reserved upon
done, scil. auxy bien par the Gift, scil. as well for
le rent estant adere de the Rent being behind be-
vant le discent al heire le fore the discent to the
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Disseisor, et auxy par le rent que happa destre aderere apres mesme le discent, nient obstant tiel morant seise del disseisor, &c. Et la cause est, par ceo que quant home dona venement en le taile, savant le reversion a luy, et il sur le dit done reserva a luy un Rent ou autres services, tant le rent et les services sont incidents a la reversion, et quant un home ad un reversion, il ne pouvoit estre ouste de son reversion per le fait dun estrange home, si non que le tenant soit ouste de son estate et possession, &c. car cy longement que le Tenant en le Taile et ses heirs continuent leur possession per force de mon done, cy longement est le reversion en moy et en mes heirs, et ensant que le rent et les services reserves sur tiel done sont incidents et dependants al reversion quecunque que ad le reversion avera mesme le Rent et Services, &c.

En mesme le manner, est, l'on jeo l'essa parcel del demesne del manner a un autre pur terme de vie, ou pur terme dans, rendant a moy certaine rent, &c. coment que je soy disseise del mannor, &c. et le

Heir of the Disseisor, as also for the Rent which hapneth to be behinde after the same discent, notwithstanding such dying seised of the disseisor, &c. And the reason is, for that when a man giveth lands in Tail saving the Reversion to himself, and he upon the said gift reserveth to himself a Rent or other Services, all the Rent and Services are incident to the Reversion, and when a man hath a Reversion he cannot be ousted of his Reversion by the Act of a Stranger, unless that the Tenant be ousted of his estate and possession, &c. For as long as the Tenant in tail and his Heirs continue their possession by force of my gift, so long is the reversion in me and in my Heirs: and in as much as the Rent and Services reserved upon such gift, be incident and depending upon the Reversion, whofoever hath the Reversion, shall have the same Rent and Services, &c.

In the same manner is it, where I let parcel of the demesne of the Mannor to another for term of life, or for term of years, rendring to me a certain rent, &c. albeit I be disseised of the mannor, &c.

dis-

disseisor moruſt ſeiſe, &c. et ſon heire eſteant eins per diſcent, uncore jeo diſtreiner pur le rent arere, ut ſupra, nient obſtant riel diſcent. Car quant l'ome ad fait riel dons en taile, ou riel leas pur terme de vie, ou pur terme dans del parcel de le demesne de un manor, &c. ſavant le reversion a riel donour ou leſſor, &c. et puis il ſoit diſſeiſe de le manor, &c. riel reversion apres riel diſſeiſin eſt ſever del manor en fait, coment que ne ſoit ſever en droit. Et iſſint poyes veier (monſtr) diverſite, lou il y ad un Manor parcel en demesne et parcel en ſervices, les queux ſervices ſont parcel de meſme le manor nient incidents a aucun reversion, &c. et lou ils ſont incidents al reversion, &c.

and the diſſeiſor die ſeiſed, &c. and his heir be in by diſcent, yet I may diſtrein for the rent arere, ut ſupra, notwithstanding ſuch diſcent; for when a man hath made ſuch a gift in tail, or ſuch a leaſe for life, or for years, of parcel of the demesnes of a Mannor, &c. ſaving the reversion to ſuch donour or leſſor, &c. And after he is diſſeiſed of the Mannor, &c. ſuch reversion after ſuch diſſeiſin is ſevered from the Mannor in deed, though it be not ſevered in right. And ſo thou mayſt ſee (my Son) a diverſity where there is a Mannor parcel in Demesne and parcel in Services, which Services are parcel of the ſame Mannor not incident to any reversion, &c. And where they are incident to the reversion, &c.

CHAP.

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CHAP. XI.

Of Discontinuance.

Discontinuance est un ancien parol en la ley, & ad divers significations, &c. Mes quant a un entent, il ad tiel signification, s. lou un ad alien certaine terres ou tenements et morust, et un autre ad droit de aver mesmes les terres ou tenements, mes il ne poit enter en eux, per cause de tiel alienation, &c.

Sicome un Abbe seise de certaine terres ou tenements en fee, et alienast mesmes les terres ou tenements a un autre en fee, ou en fee taile, ou per terme de vie, et puis l' Abbe morust, son successor ne poit enter en les dits terres ou tenements coment que il ad droit eux aver come en droit de son meason, mes il est mis a son action de recoverer mesmes les terres ou tenements, quel est appelle, Breve de ingressu sine assensu capituli, &c.

Discontinuance is an ancient word in the Law, and hath divers significations, &c. But as to one intent it hath this signification, viz. where a man hath aliened to another certain Lands or Tenements and dieth, and another hath right to have the same Lands or Tenements, but he may not enter into them, because of such alienation, &c.

As if an Abbot be seised of certain Lands or Tenements in fee, and alieneth the same Lands or Tenements to another in fee, or in fee tail, or for term of life, and after the Abbot dieth, his successor cannot enter into the said Lands or Tenements, albeit he hath right to have them as in right of his house; but he is put to his action to recover the same Lands or Tenements, which is called a Writ, Breve de ingressu sine assensu capituli, &c.

Item,

Item, si home seïſſe de terre come en droit de sa feme, &c. et ent enſe-
oſa un auter, &c. et moruſt, le feme ne pait enter, mes est mis a son action, le quel est appel, Cui in vita, &c.

Item, si tenant en taile de certaine terre ent enſe-
oſſa un auter, &c. et ad iſſue et moruſt, son iſſue ne poit pas enter, en la terre coment que il ad tiele et droit a ceo, mes est mis a son action que est appel Formedon en le deſcender, &c.

Item, si soit tenant en le taile, le reversion eſte-
ant al donour et a ses heires, si le tenant fait ſeoffment, &c. et moruſt ſans iſſue, celui en le reversion ne poit enter, mes est mis a son action de Formedon en le reverter.

En meſme le maner est, l'ou tenant en le taile ſeïſſe de certaine terre dont le remainder est a un auter en le taile, ou a un auter en fee. Si le tenant en le taile alienaſt en fee, ou en fee taile, et puis de-
viaſt ſans iſſue, ceux en le remainder ne poient enter, mes sont mis a lour brieſe de Formedon en le remainder, &c. et pur ceo que per force de tielx

Also, if a man be ſeïſed of Lands as in right of his wife, &c. and thereof inſe-
ſſe another, &c. and dieth, the Wife may not enter, but is put to her action, the which is cal-
led, *Cui in vita*, &c.

Also, if tenant in tail of certain Land, thereof enſe-
ſſe another, &c. and hath iſſue and dieth, his iſſue may not enter into the land albeith he hath ti-
tle and right to this, but is put to his action which is called a *Formedon* en le deſcender, &c.

Also, if there be tenant in tail, the reversion be-
ing to the Donor and his heires, if the tenant make a ſeoffment, &c. and die without iſſue, he in the reversion cannot enter, but is put to his action of *Formedon* en le rever-
ter.

In the ſame manner is it, where tenant in taile is ſeïſed of certain Land whereof the remainder is to another in taile, or to another in fee. If the Te-
nant in taile alien in fee, or in fee taile, and after die without iſſue, they in the remainder may not en-
ter, but are put to their Writ of *Formedon* in the remainder, &c. and for that that by force of ſuch ſeoff-

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feoffments et alienations en les cases avantdits, et en semblables cases, ceux queux ont title et droit apres la mort de tiel feoffour ou alienour, ne poient pas enter, mes sont mises a leur actions, *Ut supra*, et par ceo cause tiels feoffments et alienations sont appels discontinuances.

Item, si Tenant en Taile soit disseise, et il releissa per son fait a le Disseisor, et a ses heires tout le droit, le quel il ad en mesme les tenements, ceo ne pas Discontinuance, pur ceo que rien de droit passa al Disseisor, forsque pur terme de vie del Tenant en le Taile, que fist le Release, &c.

Mes per feoffment del Tenant en le Taile, fee simple passa per mesme le feoffement per force de Livery de seisin, &c.

Mes per force dun release rien passera forsque le droit que il voit loyallyment, et droiturallment releffer, sans ley de ou damage al autres persons queux ent averont droit apres son decease, &c. Issint il est grand diversite perenter un Feoffment dun tenant en le taile, et un Release fait per tenant en le taile.

Mes il est dit, que si le

ments and alienations in the cases asor. said, and the like cases, they that have title and right after the death of such a feoffor or alienor may not enter, but are put to their actions, *Ut supra*; and for this cause such feoffments and alienations are called discontinuances.

Also, if Tenant in taile be disseised, and he release by his Deed to the Disseisor and to his Heires all the right which he hath in the same Tenements, this is no discontinuance, for that nothing of the right passeth to the Disseisor, but for terme of the life of Tenant in Taile, which made the Release, &c.

But by the Feoffment of Tenant in Tail, Fee simple passeth by the same Feoffment by force of the Livery of Seisin, &c.

But by force of a Release nothing shall pass but the right which he may lawfully and rightfully release, without hurt or damage to other persons who shall have right therein after his decease, &c. So there is great diversity between a Feoffment of Tenant in Taile, and a release made by Tenant in tail.

But it is said, that if

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Tenant en taile en cest cas releffa a son Disseisor, et oblige luy et ses heires a Garrantie et morust et cest Garrantie descendist a son Issue, ceo est discontinuance per cause de la Garrantie.

Mes si un home ad Issue fis per sa Feme, et sa Feme morust, et puis il prent auter Feme, et Tenements sont dones a luy et a sa second Feme, et a les heires de leur deux corps engendres, et ils ont issue un auter fis, et le second Feme morust, et puis le Tenant en le taile est disseise, et il releffa al Disseisor tout son droit, &c. et oblige luy et ses heires a la garrantie, &c. et devie, cea nest pas discontinuance al issue en le Taile per le second Feme, mes il poit bien enter pur ceo que le garrantie descendist a son eigne frere que son pier avoit per le primer feme, &c.

En mesme la maniere est, lau Tenements sont descendible a le fis puisne sonque le custome de Burgh English, queux sont entailes, &c. et le Tenant en le taile ad deux fis, et est disseise, et il releffa a son Disseisor tout son droit ou Garrantie, &c. et

the Tenant in taile in this case releafes to his Disseisor, and bind him and his heires to Warranty, and dieth, and this Warranty descend to his Issue, this is a Discontinuance, by reason of the Warranty.

But if a man hath Issue a Son by his Wife, and his Wife dieth, and after he taketh another Wife, and tenements are given to him and to his second wife, and to the Heirs of their two bodies engendred, and they have issue another son, and the second Wife dieth, and after the Tenant in taile is disseised, and he release to the Disseisor all his right, &c. and bind him and his Heirs to warranty, &c. and die, this is no discontinuance to the Issue in Taile by the second Wife, but he may well enter for that the Warranty descendeth to his elder Brother, which his Father had by the first Wife, &c.

In the same manner is it, where Lands are descendible to the youngest Son after the Custome of Borough-English, which are entailed, &c. and the Tenant in Taile hath two sons, and is disseised, and he releaseth to his Disseisor all his right with

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*morust, et le puisne fils
poit enter sur le Disseisor,
nient obstant le Garran-
tie, pur ceo que le Gar-
rantie descendist al eigne
fils, car tous foits le Gar-
rantie descendra a celui
que est heire per le common
Ley.*

*Item, si un Abbe soit
disseised, et il releffa a le
disseisor ouesque garrantie,
ceo nest pas Discontinuan-
ce a son successor, pur
ceo que rien passa per cel
releas, forsque le droit que
il ad durant le temps que
il est Abbe, et le Garran-
tie est expire per son pri-
uation, ou per sa mort.*

*Item, si home seise en
droit sa feme est disseised,
et il releffa, &c. oue gar-
rantie, ceo nest pas discon-
tinuance a la feme si il
survesquist son baron, mes
que il poit enter, &c.
Causa patet.*

*Item, si tenant en taile
de certaine terre leffa mes-
me la terre a un autre pur
terme des ans, per force de
quel le lessee eut eis posses-
sion, en quel possession le
tenant en taile per son
fait releffa tout le droit
que il avoit en mesme le
terre, a aver et tener a le
lessee et a ses heirs a tous
jours, ceo nest pas discon-*

Warranty, &c. and dieth,
the younger son may enter
upon the disseisor notwith-
standing the Warranty; for
that the Warranty descendeth
to the elder son: for
always the Warranty shall
descend to him who is heir
by the Common Law.

Also, if an Abbot be
disseised and he releaseth
to the disseisor with war-
ranty, this is no Discon-
tinuance to his Successor,
because nothing passeth by
this release but the right
which he hath during the
time that he is Abbot, and
the Warranty is expired
by his privation, or by his
death.

Also, if a man seised in
the right of his Wife be
disseised, and he releaseth,
&c. with Warranty, this
is no discontinuance to the
wife if she surviveth her
husband, but that she
may enter, &c. *Causa pa-
tet.*

Also, if Tenant in taile
of certain Land letteth the
same Land to another for
term of years, by force
whereof the Lessee hath
thereof possession, in whose
possession the Tenant in
taile by his Deed releaseth
all the right that he hath
in the same Land, To have
and to hold to the Lessee
and to his heirs for ever;

*disnuance, mes apres le de-
cease le tenant en taile son
issue poit bien enter, pur
ceo que per tiel release
riens passa forsque pur
terme de la vie de le te-
nant en le taile.*

*En mesme le manner
est, si le tenant en le taile,
confirma lestate le lessee
pur terme des ans, a aver
et tener a luy et a ses heirs,
ceo nest pas discontinu-
ance, pur ceo que riens
passa per tiel confirmation
forsque lestate que le te-
nant en le taile avoit pur
terme de sa vie, &c.*

*Item, si tenant en taile
apres tiels leas granta le
reversion en fee per son fait
a auter, et voile que a-
pres le terme fine, que
mesme le terre remaindroit
a le grantee et a ses heirs
a tous jours, et le tenant
a terme dans attorn, ceo
nest pas discontinuance.
Car tiels choses queux pas-
sont en tiels cases de te-
nant en le taile tant sole-
ment per voy de graunt,
ou per confirmation, ou per
tiel release, rien poit pas-
ser pur faire estate a celuy
a que tiel graunt, ou con-
firmation, ou release est
fait, forsque ceo que le te-
nant en taile, poit droit-
ement faire, et ceo nest
forsque pur terme de sa
vie, &c.*

this is no discontinuance ;
but after the decease of the
Tenant in taile his issue
may well enter, because
by such Release nothing
passeth but for term of the
life of the Tenant in taile.

In the same manner it
is, if the Tenant in taile
confirm the estate of the
Lessee for years, To have
and to hold to him and to
his heirs ; this is no dis-
continuance, for that no-
thing passeth by such Con-
firmation, but the Estate
which the Tenant in taile
hath for term of his life,
&c.

Also, if Tenant in tail
after such lease grant the
reversion in fee by his deed
to another, & willeth that
after the term ended, that
the same Land shall re-
main to the grantee and
his heirs for ever, and the
Tenant for years attorn,
this is no Discontinuance.
For such things which pass
in such cases of Tenant in
tail only by way of grant,
or by confirmation, or by
such release, nothing can
pass to make an estate to
him to whom such grant,
or confirmation, or re-
lease is made, but that
which the tenant in tail
may rightfully make, and
this is but for term of his
life, &c.

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vie, &c.

Car si jee. lessa terre a un homme pur terme de sa vie, &c. et le tenant a terme de vie lessa mesme la terre a un autre pur terme des ans, &c. et puis mon tenant a terme de vie granta la reversion a un autre en fee, et le tenant a terme des ans atorna, en cest case le grantee nad en le franktènement forsque estate per terme de vie son grantor, &c. et jee que sui en le reversion de fee simple, ne puisse enter per force de cel grant del reversion fait per mon tenant a terme de vie, pur ceo que per tiel grant mon reversion nest pas continue, mes tousz temps demurs a moy, sicome il fait adevant, nient obstant tiel grant del reversion fait al grantee a luy et a ses heires, &c. pur ceo que riens passa per force de tiel grant forsque estate que le grantor avoit, &c.

En mesme le maner est, si le tenant a terme de vie, per son fait confirme l' estate son lessor pur terme de ans, a aver et tener a luy et a ses heires, ou relassa a son lessor et a ses heires, uncore le lessor a terme dans, nad estate forsque pur terme de vie de le tenant a terme de vie, &c.

For if I let Land to a man for term of his life, &c. and the Tenant for life letteth the same land to another for term of years, &c. and after my tenant for life grant the Reversion to another in fee, and the tenant for years attorn, in this case the grantee hath in the freehold but an estate for term of the life of his grantor, &c. And I which am in the reversion of the fee simple may not enter by force of this grant of the reversion made by my tenant for life, for that by such grant my reversion is not discontinued, but always remains unto me as it was before, notwithstanding such grant of the reversion made to the grantee, to him and to his heirs, &c. because nothing passed by force of such grant, but the estate which the grantor hath, &c.

In the same manner is it, if tenant for term of life by his Deed confirm the estate of his Lessee for years, To have and to hold to him and his heirs, or release to his Lessee and his heirs, yet this Lessee for years hath an estate but for term of the life of the tenant for life, &c.

Mes auerement est quant tenant a terme de vie fait un feoffement en fee, car per tiel feoffement le fee simple passa. Car tenant a terme dans poit faire feoffment in fee, et per son feoffment le fee simple passera, et uncore il n'avoit al temps del feoffment fait forsque estate pur terme dans, &c.

Item, si tenant en le taile granta son terre a un autre pur terme de vie de mesme le tenant en taile, et liver a luy seisin, &c. et apres per son fait il releasa a le tenant et a ses heires tout le droit quel il avoit en mesme la terre, en cest cas lestate del Tenant de la terre nest pas enlarge per force de tiel releas, pur ceo que quant le Tenant avoit lestate en le terre pur terme de vie de le Tenant en le Taile, donque il avoit tout le droit que le Tenant en le Taile pouvoit droiturement granter ou releaser, assint que per tiel releas nul droit passa, entant que son droit fuit ale adavant.

Item, si Tenant en Taile per son fait grant a un autre tout son Estate que il avoit en les Tenements a luy tailes, a aver et tener tout son Estate al

But otherwile it is when tenant for life maketh a feoffment in fee, for by such a feoffment the fee simple passeth. For tenant for years may make a feoffment in fee, and by his feoffment the fee simple shall pass, and yet he had at the time of the feoffment made but an estate for term of years, &c.

Also, if tenant in tail grant his land to another for term of the life of the said Tenant in tail, and deliver to him seisin, &c. and after by his deed he releaseth to the Tenant and to his heirs all the right which he hath in the same Land, in this case the Estate of the Tenant of the Land is not enlarged by force of such Release, for that when the Tenant had the estate in the Land for terme of the Life of the Tenant in Taile, he had then all the right which Tenant in Taile could rightfully grant or release. So as by this release no right passeth, inasmuch as his right was gone before.

Also, if Tenant in Tail by his Deed grant to another all his Estate which he hath in the Tenements to him intailed, To have and to hold all his Estate

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auter et a ses Heires a tous jours, et delivera a luy seisin accordant, en cest cas le Tenant a que lalienation fust fait, nad auter estate forsque pur terme de vie del Tenant en taile et issint il poit bien estre prove, que le Tenant en taile ne poit pas graunter ne alienier ne faire ascun droiturel estate de franktenement a auter person, forsque pur terme de sa vie demesne, &c.

Car si jeo done Terre a un lome en Taile, savant le Reversion a moy et pais le Tenant en le Taile enfeofa un auter en fee, le feoffee nad pas droiturel estate en les tenements pur deux Cause. Un'est, par ceo que per tiel feoffement ma Reversion est discontinuee, le quel est a tort fait, et nemy a droit fait. Un auter cause est, si le tenant en taile morust, et son issue suist Brieve de Formedon envers le feoffee, le brieve dirra, et auxy le count, &c. que le feoffee a tort luy deforce, &c. Ergo sil a tort luy deforce, &c. il nad pas droiturel estate.

Item, si terre soit lessa a un lome pur terme de sa vie, le Remainder a un auter en le Taile, si celuy

to the other, and to his Heirs for ever, and deliver to him seisin accordingly; in this case the Tenant to whom the alienation was made hath no other Estate but for the terme of the life of the Tenant in Taile. And so it may be well proved, that Tenant in Taile cannot grant, nor alien, nor make any rightfull Estate of Freehold to another person, but for term of his life only, &c.

For if I give land to a man in Taile, saving the reversion to my self, and after the Tenant in Tail infeoffeth another in Fee, the Feoffee hath no rightfull estate in the Tenements, for two causes: One is, for that by such Feoffment my Reversion is discontinued, the which is a wrong and not a rightfull Act. Another cause is, if the Tenant in Tail dieth, and his Issue bring a Writ of Formedon against the Feoffee, the Writ and also the Declaration shall say, &c. That the Feoffee by wrong him deforces, &c. Ergo if he deforceth him by wrong, he hath no right estate.

Also, if Land be let to a man for terme of his Life, the Remainder to another in Taile, If he in

en le Remainder voile
grauter son Remainder a
un autre en fee per son
fait, et le Tenant a terme
de vie attorna, ceo nest
pas Discontinuance de le
Remainder.

Item, si home ad Rent
service ou Rent charge en
Tail, et il granta le dis
Rent a un autre en fee, et
le Tenant attorna, ceo nest
pas discontinuance, &c.

Item, si home soit Te-
nant en tail, de un Ad-
vowson en grosse, ou de un
Common en grosse, sil per
son fait voile graunt lad-
vowson, ou le Common a
un autre en fee, ceo nest
pas discontinuance. Car
en tielx cas les grantees
nont estat forsque pur
terme de vie de le Tenant
en taile que fist le Grant,
&c.

Et nota, que de tiels
choses que passent par voy
de grant per Fait en pays,
et sans livery, la tiel
graunt ne fait pas discon-
tinuance, come en les cas-
ses avandis, et en autre
cases semblables, &c. et
c. ment que tiels choses
sont graunts en fee per
fine levie en le Court le
Roy, &c. uncore ceo
ne fait discontinuance,
&c.

Nota, si jeo done terre

the Remainder will grant
his Remainder to another
in Fee by his Deed, and
the Tenant for Life attorn,
this is no Discontinuance
of the Remainder.

Also, if a man hath a
rent service, or Rent
charge in tail, and he
grant the said Rent to ano-
ther in Fee, and the Te-
nant attorn, this is no
Discontinuance, &c.

Also, if a man be Te-
nant in Tail of an Advow-
son in Gross, or of a Com-
mon in Gros, if he by his
deed will Grant the Ad-
vowson or Common to a-
nother in Fee, this is no
Discontinuance; for in
such cases the Grantees
have no estate but for term
of life of the Tenant in
Tail that made the Grant,
&c.

And note, that of such
things as pass by way of
grant, by deed made in
the Countrey, and with-
out livery, there such
grant maketh no discon-
tinuance, as in the cases
aforesaid, and in other
like cases, &c. and albeit
such things be graunted in
Fee, by Fine levied in the
Kings Court, &c. yet this
maketh not a Discontin-
uance, &c.

Note, if I give Land to

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a un autre en taile, et il leffa mesme la terre a un autre pur terme dans, et puis le Lessor graunta le reversion a un autre en fee, et le tenant a terme dans attorna al Grantee, et le terme est expire durant la vie le tenant en taile per que le Grantee enter, et puis le tenant en taile ad issue et devie, en cest case ceo nest discontinuance, nient obstant que le Grant soit execute en la vie le Tenant en taile, pur ceo que al temps de Lease fait a terme dans, nul novel Fee simple fuit reserve en Lessor, vins le Reversion demurt a luy en Tail, sicome il fuit devant le Lease fait.

Mes si le tenant en tail fait leas a terme de vie le lessee, &c. en cest case le Tenant en le taile ad fait un novel reversion de fee simple en luy, pur ceo que quant il fist leas pur terme de vie, &c. il discontinua le taile, &c. per force de mesme le leas, et auxy il discontinua ma Reversion, &c. et il convient que la Reversion de fee simple soit en ascun person en tiel cas, et il ne poit estre en moy que sue Donor, entant que mon Reversion est discontinue.

another in tail, and he letteth the same Land to another for term of years, and after the Lessor granteth the reversion to another in fee, and the Tenant for years attorn to the grantee, and the term expireth during the life of the tenant in tail, by the which the Grantee enter, and after the tenant in tail hath Issue and die: in this case this is no Discontinuance, notwithstanding the Grant be executed in the life of the Tenant in tail, for that at the time of the Lease made for years, no new Fee-simple was reserved in the Lessor, but the Reversion remained to him in tail, as it was before the Lease made.

But if the Tenant in tail make a lease for terme of the life of the Lessee, &c. In this case the Tenant in Tail hath made a new Reversion of the fee simple in him, becaute when he made the Lease for life, &c. he discontinued the Tail, &c. by force of the same Lease, and also he discontinued my Reversion, &c. And it behoveth that the Reversion of the fee simple be in some person in such case. And it cannot be in me which am the Donor, in-
Ergo

Ergo il covient que la Reversion de fee soit en le Tenant en le Taile, que discontinua ma reversion per tiel leas, &c. Et si en cest case le Tenant en le Taile. granta per son fait cest Reversion en fee a un autre, et le Tenant a terme de vie attorna, &c. et puis le Tenant a terme de vie morust, vivant le Tenant en le Taile, et le grantee de le Reversion entra, &c. en la vie le tenant en le Taile, donc que ceo est un Discontinuance en fee; et si apres le Tenant en le taile morust, son issue ne poit enter, mes est mis a son brieve de Formedon. Et la cause est, pur ceo que cestuy que avoit le grant de tiel reversion in fee simple, avoit le seisin et execution de mesmes les terres ou tenements, d'aver a luy et a ses heirs en son demesne come de fee, en la vie le tenant en tail, et ceo est per force de grant de mesme le tenant en tail.

En mesme le maner serra, si en le case avant-dit, le tenant a terme de vie apres lattournement al grantee ust alien en fee, et le grantee ust enter par forsciture de son estate, et puis le tenant en taile ust

asmuch as my Reversion is discontinued, Ergo the Reversion of the fee ought to be in the tenant in Taile, who discontinued my Reversion by Lease, &c. And if in this case the Tenant in tail grant by his Deed this Reversion in fee to another, and the Tenant for life attorn, &c. and after the Tenant for life dieth, living the Tenant in Tail, and the grantee of the Reversion enter, &c. in the life of the Tenant in Tail, then this is a discontinuance in fee; and if after the Tenant in tail dieth, his issue may not enter, but is put to his Writ of Formedon. And the cause is, for that he which hath the grant of such reversion in fee simple hath the seisin and execution of the same lands or tenements to have to him and to his heirs in his demesne as of fee in the life of the tenant in tail, and this is by force of the grant of the said Tenant in tail.

In the same manner shall it be, if in the case aforesaid the Tenant for term of life after the Attornment to the grantee had aliened in fee, and the grantee had entered by forsciture of his Estate, and

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nuance, *Causa qua su-
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Mes en cest case, si re-
nant en taile que granta
le reversion, &c. morust,
vivant le Tenant a terme
de vie et puis le tenant a
terme de vie morust, et pu-
iceluy a que le reversion
fuit grantt enter, &c.
donques ceo nest pas dis-
continuance, mes quelis-
sue del Tenant en taile poit
bien enter sur le grauntee
del reversion, pur ceo que
le reversion que le graun-
tee avoit, &c. ne fuit ex-
ecute, &c. en le vie le
tenant en taile, &c. Et
issint il est graund diver-
sity quant tenant en taile
fait un leas pur terme
dans; et lon il fait leas pur
terme de vie, car en lun
cas il ad reversion en taile,
et en lautre cas il ad un
reversion en fee.

Car si terre soit done a
un home et a ses heirs
males de son corps engen-
dres, le quel ad issue deux
firs, et leigne firs ad issue
file et devie, et le tenant
en taile fait un leas pur
terme des ans, et devie,
ore le reversion descendist a
le firs puisue, pur ceo que
le reversion fuit forsque en
le taile, et le firs puisue est

after the Tenant in tail
had died; this is a Dis-
continuance, *Causa qua
supra.*

But in this case, if te-
nant in tail that grants the
reversion, &c. dieth, li-
ving the tenant for life,
and after the tenant for
life dieth, and after he to
whom the reversion was
granted enter, &c. then
this is no discontinuance,
but that the issue of the
tenant in tail may well en-
ter upon the grantee of
the reversion, because the
reversion which the Gran-
tee held, &c. was not ex-
ecuted, &c. in the life of
the tenant in tail, &c. And
so there is a great diver-
sity when tenant in tail ma-
keth a Lease for years, and
where he maketh a Lease
for life; for in the one
case he hath a reversion in
tail, and in the other case
he hath a Reversion in
fee.

For if land be given to a
man and to his heirs Males
of his body engendred,
who hath issue two sons,
and the eldest son hath is-
sue a daughter and dieth,
and the tenant in tail ma-
keth a lease for years and
die; now the reversion
descendeth to the younger
son, for that the Reversi-
on was but in the tail, and

heire

heire male, &c. Mes si le Tenant uft fait un leas pur terme de vie, &c. et puis morust, ore le reversion descendist a le file de leigne firs, par ceo que le reversion est en fee simple, et la file est heire general, &c.

Item, si home soit seise en taile de terres devisables per testament, &c. et il eo devisa a un autre en fee, et morust, et l'auter enter, &c. ceo nest pas discontinuance, pur ceo que nul discontinuance fuit fait en la vie del tenant en le taile, &c.

Item, si terre soit done en taile, savant le reversion al Donor, et puis le tenant en taile per son fait enfeoffa! Donor a aver et tener a luy et a ses heires a tous jours, et liver a luy seisin accordant, &c. ceo nest pas discontinuance, pur ceo que nul poit discontinuer lestate en le taile, si non que il discontinue le reversion celuy que ad le reversion, &c. ou le remainder, si ascun ad le remainder, &c. et entant que per tiel feoffment fait a le donor (le reversion adonque esteant en luy) son reversion ne fuit discontinue ne altere, &c. cest feoffment

the youngest son is heir male, &c. But if the tenant had made a lease for life, &c. and after died, now the reversion descendeth to the daughter of the elder brother, for that the reversion is in the fee simple, and the daughter is heir general, &c.

Also, if a man be seised in tail of lands devisable by testament, &c. and he deviseth this to another in fee, and dieth, and the other enter, &c. this is no Discontinuance, for that no Discontinuance was made in the life of the tenant in taile, &c.

Also, if land be given in taile, saving the reversion to the donor, and after the tenant in taile by his deed enfeoffe the donor, To have and to hold to him and to his heirs for ever, and deliver to him seisin accordingly, &c. this is no discontinuance, because noue can discontinue the estate taile, unlesse he discontinueth the reversion of him who hath the reversion, &c. or remainder if any hath the remainder, &c. and in as much as by such feoffment made to the donor (the reversion then being in him) his reversion was not discontinued nor altered, &c. this fe-

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En n
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vowson,
que pal
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fin, &c.

Item,
lessa sa
pur term
il graunt
sion a un
nant at
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ena en fe
de revers
le vie le
et puis le
morust,
enter, m
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nest pas discontinuance,
 &c.

En mesme le manner
 est lou terres sont dones a
 un home en taile, le re-
 mainder a un autre en fee,
 et le tenant en taile en-
 feoffa celuy que est en le
 remainder, a aver et te-
 ner a luy, et a ses heires,
 ceo nest pas discontinu-
 ance, *Causa qua supra*.

Item, si un Abbe ad un
 reversion ou rent service,
 ou rent charge, et voile
 graunter cel reversion, ou
 rent service, ou rent
 charge a un autre en fee,
 et le tenant attorna, &c.
 ceo nest pas discontinu-
 ance.

En mesme le manner,
 lou Abbe est seisie dun ad-
 vovson, ou de tielx choses
 que passent per voy de
 grant sans liveris de sei-
 sin, &c.

Item, si tenant en taile
 lessa sa terre a un autre
 pur terme de vie, et puis
 il graunta en fee le rever-
 sion a un autre, et le te-
 nant attorna, et puis le
 tenant a terme de vie ali-
 ena en fee, et le grantee
 de reversion enter, &c. en
 le vie le tenant en le taile,
 et puis le tenant en le taile
 morust, son issue ne poit
 enter, mes est mis a son
 brieve de Formedon, pur

offment is no discontinu-
 ance, &c.

In the same manner is
 it, where Lands are given
 to a man in tail, the re-
 mainder to another in fee,
 and the tenant in tail in-
 feoffe him that is in the
 remainder, To have and
 to hold to him and to his
 heirs, this is no discon-
 tinuance, *Causa qua su-
 pra*.

Also, if an Abbot hath
 a reversion, or a rent ser-
 vice, or a rent charge, and
 he will grant this rever-
 sion, or rent service, or rent
 charge to another in fee,
 and the tenant attorn,
 &c. this is no discontinu-
 ance.

In the same manner,
 where an Abbot is seised
 of an advowson, or of
 such things which pass by
 way of grant without live-
 ry of seisin, &c.

Also, if tenant in tail
 letteth his land to another
 for life, and after he gran-
 teth in fee the reversion to
 another, and the tenant at-
 torn, and after the tenant
 for life alien in fee, and
 the grantee of the rever-
 sion enter, &c. in the life
 of tenant in tail, and after
 the tenant in tail dieth,
 his issue shall not enter,
 but is put to his Writ of
 Formedon, because the re-

ceo que le reversion en fee simple que le grauntor avoit per le grant del tenant en le taile fuit executé en le vie de mesme le tenant en le taile, et par ceo est un discontinuance en fee, &c.

Et nota, que ascuns font discontinuances pur terme de vie. Sicome Tenant en le taile fait un lease pur terme de vie, savant le reversion a luy, auxy longement que le reversion est al tenant en taile, ou a ses heires, ceo nest discontinuance, fors que durant la vie le tenant a terme de vie, &c.

Et si tiel tenant en taile dona les tenements a un autre en taile, savant le reversion, donques ceo est discontinuance durant le second taile, &c.

Mes lou le tenant en taile fait un lease pur terme dans, ou pur terme de vie, le remainder a un autre en fee, et deliverer liveris de seisin accordant; ceo est discontinuance en fee, pur ceo que le fee simple passa per force de liveris de seisin, &c.

Et est a sçavoir, que ascuns tiels discontinuances sont fait sur condition, &c. et pur ceo que les conditions sont enfreints, &c. ou par autres cau-

version in fee simple which the grantor had by the grant of the tenant in tail, was executed in the life of the same tenant in tail, and therefore it is a discontinuance in fee, &c.

And note, that some make discontinuances for term of life. As if tenant in tail make a lease for life, saving the reversion to him, as long as the reversion is to the tenant in tail or to his heirs: this is no discontinuance but during the life of tenant for life, &c. And if such tenant in tail giveth the lands to another in tail, saving the reversion, then this is a discontinuance during the second tail, &c.

But where the tenant in tail maketh a Lease for years or for life, the remainder to another in fee, and delivereth livery of seisin accordingly; this is a discontinuance in fee, for that the fee simple passeth by force of the livery of seisin, &c.

And it is to be understood, That some such discontinuances are made upon condition, &c. and for that the conditions be broken, &c. or for other cau-

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les, solongue le course de la ley tiels estates sont defeates, donques sont les discontinuances defeates, et ne tollent aucun home per force de eux, de son entrie, &c. Come si le Baron soit seise de certain terre en droit sa feme, & fait feoffment en fee sur condition, et devise, si le heire apres enter sur le feoffee pur le condition enfreint, lentre la feme est congeable sur le heire, pur ceo que per lentre del heire le discontinuance est defeat, come est adjudge.

Item, si feme inheritrice que ad un baron, quel baron est deins age, et il esteant deins age fait un feoffment de les tenements, sont feme en fee, et moruë, il ad este question, si la feme point enter, ou non, &c. Et il semble a aucuns, que lentry la feme apres la mort sa baron, est congeable en cest cas. Car quant sa baron fea soit tiel feoffment, &c. il pouvoit bien enter, nient contristant tiel feoffment, &c. durant la couverture, et il ne pouvoit enter en son droit demesne, mes en le droit la feme. Ergo tiel droit que il avoit d'entrer en droit sa feme, &c.

les, according to the course of Law, such estates are defeated, then are the discontinuances defeated, and shall not by force of them take any man from his entrie, &c. As if the husband be seised of certain land in right of his wife, and maketh a feoffment in fee upon condition, and dieth, if the heir after enter upon the feoffee for the condition broken, the entry of the wife was congeable upon the heir, for that by the entry of the heir the discontinuance is defeated, as is adjudged.

Also, if a woman Inheritrice hath a husband who is within age, and he being within age maketh a feoffment of the tenements of his wife in fee, and dieth, it hath been a question, if the wife may enter or not, &c. And it seemeth to some, that the entry of the wife after the death of their husband is congeable in this case. For when her husband made such feoffment, &c. he might well enter notwithstanding such feoffment, &c. during the couverture, and he could not enter in his own right, but in the right of his wife, Ergo such right as he had to enter in the right of

*cest droit d'entrer demurt
al feme apres son decease.*

his wife, &c. this right of
entrie remaineth to the
wife after his decease,

*Et il y ad estre dit, que
si deux joyn tenants este-
ants deins age, font un
feoffment en fee, et lun
des enfans devy, et lan-
ter survesquist, entant
que les ambideux enfans
puissent enter joynment en
leur vies, cel droit accru-
ist tout a luy que surves-
quist, et pur ceo celuy que
survesquist poit enter en
lenticie, &c. Et auxy
l'heire le baron que fist le
feoffment deins age ne poit
enter, &c. pur ceo que
nul droit descendist a tiel
heire en le cas avantdit,
pur ceo que le baron na-
voit unques riens fors-
que in droit de sa feme,
&c.*

*Et auxy quand un en-
fant fait un feoffment este-
ant deins age, ceo ne luy
greevera ne ledra, mes que
il poit enter bien, &c. car
ceo serroit encounter rea-
son, que tiel feoffment fait
per celuy que ne fuit able
de faire tiel feoffment,
greevera ou ledra auter,
de toler eux de leur entre,
&c. Et p. r. ceax causes
il semble a ascuns, que a-
pres la mort de tiel baron
issent esteant deins age al
temps de le feoffment, &c.*

And it hath been said,
that if two joyn tenants be-
ing within age make a feo-
ffment in fee, and one of
the infants die, and the o-
ther surviveth, inasmuch
as both the infants might
enter joynly in their lives,
this right accrueth all to
him which surviveth, and
therefore he that surviveth
may enter into the whole,
&c. And also the heir of
the husband which made
the feoffment within age
cannot enter, &c. becaue
no right descendeth to
such heir in the case afore-
said, for that the husband
had never any thing but
in right of his wife, &c.

And also when an infant
makes a feoffment being
within age, this shall nei-
ther grieve nor hurt him,
but that he may well en-
ter, &c. for it should be
against reason that such
feoffment made by him
that was not able to make
such a feoffment, shall
grieve or hurt another to
take them from their en-
try, &c. And for these rea-
sons it seemeth to some,
that after the death of
such husband to being
que

*que sa
&c.*

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*Nota
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&c. C
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que sa feme bien poit enter,
 &c.

Item, si feme inheritrix
 prent baron, et ont issue
 fiz, et le baron morust, et
 el prent auter baron, et le
 second baron lessa la terre
 que il ad'en droit sa feme
 a un auter pur terme de sa
 vie, et puis la feme morust,
 et puis le tenant a terme de
 vie surrendist son estate a
 le second baron, &c. *Quæ-*
re si le fiz le feme poit en-
 ter en cest cas sur le se-
 cond baron d'urant la vie
 le tenant a terme de vie,
 &c. Mes il est cleere ley,
 que apres la mort le tenant
 a terme de vie, le fiz la
 feme poit enter; pur ceo
 que le discontinuance que
 fuit tantsolement pur
 terme de vie, est deter-
 mine, &c. per la mort de
 mesme le tenant a terme de
 vie.

Nota, que un estate
 taile ne poit estre discon-
 tinue, mes la ou cestuy
 que fait le discontinuance
 fuit un foiz seise per force
 de le taile, si non que soit
 per reason de garrantie,
 &c. Come si soit aiel,
 pier, et fiz et layel soit
 tenant en taile, et est dis-
 seise per le pier que est son
 fiz, et le pier fait un se-

within age at the time of
 the feoffment, &c. that his
 wife may well enter, &c.

Also, if a woman inhe-
 ritrix taketh husband, and
 they have issue a son, and
 the husband dieth, and she
 takes another husband,
 and the second husband
 letteth the land which he
 hath in right of his wife to
 another for term of his
 life, and after the wife
 dyeth, and after the te-
 nant for life surrendreth
 his estate to the second
 husband, &c. *Quære* if the
 son of the wife may enter
 in this case upon the se-
 cond husband during the
 life of tenant for life, &c.
 But it is cleer Law, that
 after the death of the Te-
 nant for life, the son of the
 wife may enter, because
 the discontinuance which
 was only for term of life,
 is determined, &c. by the
 death of the sam tenant
 for life.

Note, that an estate
 tail cannot be discontinu-
 ed, but there where he that
 makes the discontinuance
 was seised by force of the
 tail, unless it be by rea-
 son of a warranty, &c. As
 if there be Grandfather,
 Father, and Son, and the
 Grandfather is tenant in
 tail, and is disseised by the
 Father who is his Son, and

offement de ceo sans gar-
ranty et devie, et puis
loyel devie, le fils bien
poit enter sur le feoffee,
pur ceo que ceo ne fuit pas
discontinuance, entant que
le pier ne fuit seise per
force de le taile al temps
del feoffment, &c. Mes
fuit seise en fee per la dis-
seisin fait al aiel.

Item, si tenant en taile
fait un lease a un autre
pur terme de vie, et le
tenant en taile ad issue et
devie, et le reversion de-
scendist a son issue, et puis
l'issue granta le reversion a
luy descendue a un autre
en fee, et le tenant a terme
de vie attorna, et devie,
et le grantee del reversion
enter, &c. et est seise en
fee en sa vie del issue, et
puis issue en le taile ad is-
sue fuit et devie, il sem-
ble que ceo nest pas discon-
tinuance a le fils, mes que
le fils poit enter, &c. pur
ceo que son pier a que le
reversion de fee simple dis-
cendist, &c. navoit un-
ques riens en la terre, per
force de le taile, &c.

Car si home seise en
droit la feme, lessa mesme
la terre a un autre pur
terme de vie, ora est le re-

the Father make a feoff-
ment of this without war-
ranty, and die, and after-
wards the Grandfather
dies, the Son may well en-
ter upon the feoffee, be-
cause this was no discon-
tinuance, inasmuch as the
Father was not seised by
force of the entail at the
time of the feoffment, &c.
but was seised in fee by the
disseisin of the grandfather.

Also, if tenant in tail
make a lease to another for
term of life, and the ten-
ant in tail hath issue and
dieth, and the reversion
descendeth to his issue,
and after the issue granteth
the reversion to him de-
scended, to another in fee,
and the tenant for life at-
torn and die, and the gran-
tee of the reversion enter,
&c. and is seised in fee in
the life of the issue, and
after the issue in tail hath
issue a son and dieth, it
seems that this is no dis-
continuation to the son, but
that the Son may enter,
&c. for that his Father, to
whom the reversion of the
fee simple descended, had
never any thing in the
land by force of the entail,
&c.

For if a man seised in
the right of his wife, let-
teth the same land to ano-
ther for term of life, now
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version de fee simple a le baron, &c. Et si le baron morust, vivant sa feme, et le tenant a terme de vie, et le reversion descendist al heire le baron, si le heire le baron grant le reversion a un autre en fee, et le tenant attorna, &c. et puis le tenant a terme de vie morust, et le grauntees del reversion en cest case ceo nest pas discontinuance a le feme, mes la feme bien poit enter sur le grantee, &c. par ceo que le grantor navoit riens al temps del graunt, en le droit la feme, quant il fist le graunt del reversion.

Et issint il semble, comment que homes queux sont inheritables per force de le taile, et ils ne fueront unques seisie per force de mesme le taile, que tiel feoffements ou grants per eux fait sans clause de garrantie, ne pas discontinuance a leur issues apres leur decease, mes que leur Issues poient bien enter, &c. comment que ceux queux herent tielz grants en leur vies fueront forbarres d'entrer per leur fait demesne, &c.

Et si le tenant en taile ad issue deux fir, et leigne disjeist son pier, et ont

is the reversion of the fee simple to the husband, &c. and if the husband dieth, living his wife, and the tenant for life, and the reversion descend to the heir of the husband, if the heir of the husband grant the reversion to another in fee, and the tenant attorn, &c. and afterwards the tenant for life dieth, and the grantee of the reversion in this case enter. In this case this is no Discontinuance to the wife, but she may well enter upon the grantee, &c. because the grantor had nothing at the time of the grant, in the right of his wife, when he made the grant of the reversion.

And so it seemeth, that men which are inheritable by force of an entail, and never were seised by force of the same entail, that such feoffments or grants by them made without clause of warranty, is no discontinuance to their issues after their decease, but that their issues may well enter, &c. albeit they which made such grants in their lives were forbarred to enter by their own Act, &c.

And if tenant in tail hath issue two sons, and the eldest disjeiseth his Father,

fait

fait feoffment en fee sans clause de garrantie, et devue sans issue, et puis le pier devie, le puisne fies poit bien enter sur le feoffee, pur ceo que le feoffment son eigne frere ne poit estre discontinuance, pur ceo que il ne fuit unques seisi per force de mesme la taile. Car il semble encounter reason, que per matter en fait, &c. sans clause de Garrantie, home poit discontinuer un fait, &c. que ne fuit unques seisi per force de mesme le taile.

Nota, si soit Seignior et Tenant, et le Tenant dona les tenements a un auter en taile, le remainer a un auter en fee, & puis le tenant en tail fait un leas a un home pur terme de vie, &c. et puis granta le reversion a un auter en fee, et le tenant a terme de vie, attorna, &c. et puis le grantee del reversion morust sans heire, ore mesme le reversion devient al Seignior per voy descheate. Si en cest cas le tenant a terme de vie deviait, et le Seignior per force de son escheat enter en la vie le tenant en le taile, et puis le tenant en le taile morust, il semble en ceo cas que ser nest pas

and thereof maketh a feoffment in fee, without clause of Warranty, and die without issue, and after the Father die, the youngest son may well enter upon the feoffee, for that the feoffment of his elder Brother cannot be a discontinuance, because he was never seised by force of the same tail. For it seemeth to be against reason, that by matter in fact, &c. without clause of Warranty, a man should discontinue a Deed, &c. that was never seised by force of the same tail.

Note, if there be Lord and tenant, and the tenant giveth lands to another in tail, the remainder to another in fee, and after the tenant in tail make a lease to a man for term of life, &c. saving the reversion, &c. and after granteth the reversion to another in fee, and the tenant for life attorn, &c. and after the Grantee of the reversion die without heir, now the same reversion cometh to the Lord by way of escheat. If in this case the tenant for life dieth, and the Lord by force of his escheat enter in the life of tenant in tail, and after the tenant in tail dieth, it seemeth in this case that

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discontinuance al issue en le taile, ne a celuy en le remainder, mes que il poit bien enter par ceo que le Seignior est eins per voy dese car, et nemy per le taile, &c. Mes secus esset, si le reversion nst este exccute en le grantee, en le vie le tenant en le taile, car adongue nst le grantee esteins en les tenements per le tenant en le tail, &c.

Item, si un parson dun Esclse, ou un Vicar un Esclise, alien certaine terres, ou tenements parcel de son glebe, &c. a un auter en fee, et morust, ou resigne, &c. son successor poit bien enter, nient contrisfant nul alienation, come est dit en un Nota 2 H. 4. Terme Mich. quod sic incipit.

Nota quod dictum fuit pro lege, en un brieve de accompt port per un master de un college, vers un Chapeine, que si un Parson, ou un Vicar, graunt cerceins terre, quel est de droit son Esclise a un auter et devie, ou permute, la Successor poit enter, &c. Et jeo croy que la cause est pur ceo que le Parson, ou Vicar, que est seisie, &c. come en droit de son Esclise, nad pas droit de fee simple en les

this is no discontinuance to the issue in tail, nor to him in the remainder, but that he may well enter, because the Lord is in by way of escheat, and not by the Tenant in tail: but otherwise it should be, if the reversion had been executed in the grantee, in the life of Tenant in tail; for then had the grantee been in the tenements by the Tenant in tail, &c.

Also, if a Parson of a Church, or a Vicar of a Church alien certain lands or tenements parcel of his Glebe, &c. to another in fee, and die or resign, &c. his successor may well enter notwithstanding such alienation, as is said in a Nota 2 H. 4. Termine Michael. which beginneth thus.

Nota quod dictum fuit pro lege, in a Writ of Account brought by a Master of a Colledge against a Chaplain, that if a Parson or Vicar grant certain lands, which is of the right of his Church to another, and die or changeth, the Successor may enter, &c. And I take the cause to be, for that the Parson or Vicar that is seised, &c. as in right of his Church, hath no right of the fee simple in the tenements, but the

tenements, et le droit de fee simple de ceo demurt en aucun autre person, et pur ceo cause son successeur poit bien enter, nient contristuant niel alienation, &c.

Car un Evesque poit aver brieve de droit de tenements de droit de son Esglise, pur ceo que le droit est en son Chapter, et le fee simple demurrant en luy et en son Chapter. Et un Dean poit aver brieve de droit pur ceo que le droit demurt en luy. Et un Abbo poit aver brieve de droit, pur ceo que le droit demurt en luy, et en son convent. Et un Master d'une Hospital poit aver brieve de droit, pur ceo que le droit demurt en luy, et en ses confreres, &c. Et sic de aliis casibus consimilibus. Mes un Parson ou un Vicar ne poit aver brieve de droit, &c.

Mes le plus haut brieve que ils poient aver est le brieve de Juris utrum, le quel est graund proove que le droit de fee nest en eux, ne en nul autres, &c. Mes le droit de fee simple est en abeyance, &c. ceo est adire, que il est tant-solement en le remembrance, entendment, et consideration de la Ley,

right of the fee simple abideth in another person; And for this cause his successor may well enter, notwithstanding such alienation, &c.

For a Bishop may have a Writ of right of the tenements of the right of his Church, for that the right is in his Chapter, and the fee simple abideth in him and in his Chapter. And a Dean may have a Writ of right, because the right remains in him. And an Abbot may have a Writ of right for that the right remains in him and in his Convent. And a Master of an Hospital may have a Writ of right because the right remaineth in him and in his confreres, &c. And so of other like cases. But a Parson or Vicar cannot have a Writ of Right, &c.

But the highest Writ that they can have, is the Writ of *Juris utrum*, which is a great proof that the right of fee is not in them, nor in any others, &c. but the right of the fee simple is in abeyance, that is to say, that it is only in the remembrance, intendment and consideration of the Law, &c. for

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*Et c. Carmoy semble que
 rien chose et rien droit que
 est dit en divers Lieux
 estre en abeyance, est a
 tant adire en Latine (s.)
 Talis res, vel tale re-
 ctum, quæ, vel quod
 non est in homine ad-
 tunc superflite, sed tan-
 tummodo est, consistit
 in consideratione & in-
 telligentia Legis, & quod
 alii dixerunt, talem rem
 aut tale rectum fore in
 nubibus. Mes jeo suppose
 que ils intenderont per
 ceux parols, (In nubibus,
 &c.) come jeo aye dit a-
 devant.*

*Item, si un Parson dun
 Esglise devie, ore le frank-
 tenement del glebe del Par-
 sonage est nulluy durant le
 temps que le Parsonage est
 voide, mes en abeyance,
 cest ascavoir, in conside-
 ration et en le intelligence
 de la ley, tanque un autre
 soit fait Parson de mesme
 Leglise; et immediat quant
 un autre est fait Parson, le
 franktenement en fait est
 en luy come successor.*

*Item, ascuns peradven-
 ture voient arguer et di-
 re, que entant que un
 Parson ove lassent del Pa-
 tron et Ordinarie poit
 grantier un rent charge hors
 del Glebe del Parsonage en
 fee, et issint charger la*

*it seemeth to me, That
 such a thing, and such a
 right, which is said in di-
 vers books to be in abey-
 ance, is as much to say in
 Latine (s.) Talis res, vel
 tale rectum, quæ, vel quod
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 perflite, sed tantummodo
 est, & consistit in conside-
 ratione et intelligentia legu,
 & quod alii dixerunt, ta-
 lem rem, aut tale rectum
 fore in nubibus. But I sup-
 pose, that they mean by
 these words, (In nubibus,
 &c.) as I have said be-
 fore.*

*Also, if a Parson of a
 Church dieth, now the
 Freehold of the glebe of
 the Parsonage is in none
 during the time that the
 Parsonage is void, but in
 abeyance, viz. in conside-
 ration, and in the under-
 standing of the Law, until
 another be made Parson of
 the same Church; and
 immediately when ano-
 ther is made Parson, the
 free-hold in deed is in him
 as Successor.*

*Also, some peradven-
 ture will argue and say,
 that inasmuch as a Parson
 with the assent of the Pa-
 tron and Ordinary, may
 grant a Rent charge out
 of the Glebe of the Parso-
 nage in fee, and so charge
 Glebe*

Glebe del Parsonage perpetualment, Ergo, ils ont fee simple, ou deux, ou un de eux avoit fee simple al meins. A ceo poit estre respondue, que il est principe en le ley, que de chescuns terres il y ad fee simple, &c. en afeun home, ou auterment le fee simple est en abeyance. Et un autre principe est, Que chescun terre de Fee simple poit estre charge de un Rent charge en fee per un voy, ou per auser. Et quaud tiel rent est graunt per le Fait le Parson & le Patron; & le Ordinarie, &c. en Fee, nul avera pre, udice ou parde per force de tiel Grant forsque les Grantors en loir vies & les Heires les Patron, & les Successeurs del Ordinary apres leur decease. Et apres tiel charge, si le Parson devie, son Successeur ne poit venter a le dit Eglise da. estre Parson de meisme le Eglise per la Ley, forsque per presentment del Patron & admissiion & institution del Ordinary. Et pur cel cause il covient que le Successeur soy reigne content, & agree de ceo que son Patron & Lordinarie loyalment fesoient adevant, &c. Mes ceo nest proove que le Fee simple, &c. est en le Patron et

the Glebe of the Parsonage perpetually, Ergo, they have a Fee simple, or two, or one of them have a fee simple at the least. To this may be answered; that it is a Principle in Law, that of every land there is a Fee simple, &c. in some body, or otherwise the Fee simple is in abeyance. And there is another Principle, that every Land of Fee simple may be charged with a Rent charge in Fee by one way or other. And when such Rent is granted by the Deed of the Parson, and the Patron, and Ordinary, &c. in Fee, none shall have prejudice or loss by force of such grant, but the Grantors in their lives, and the Heirs of the Patron, and the Successors of the Ordinary after their decease. And after such charge if the Parson die, his Successor cannot come to the said Church to Le Parson of the same by the Law, but by the presentment of the Patron, and admissiion and institution of the Ordinary. And for this cause the Successor ought to hold himself content, and agree to that which his Patron and the Ordinary have lawfully done before, &c. but this
Lordinarie

*Ordinarie, ou en aucun don, &c. N'es la cause que quel grant de Rent charge est bone, est pur ceo que ceux queux ave-
ront interest, &c. en la dis Esglise, s. le Patron. selonque la Ley temporal, et Ordinarie selonque la Ley spiritual, fueront assentus; ou parties a quel charge, &c. Et seo sem-
ble ostre la verie cause que quel Glebe poit estre charge en perpetuite, &c.*

Item, si Tenant en taile ad issue et soit disseise, et puis il releve per son fuit tout son droit a le disseisar, en cest case nul droit de taile poit estre en le Tenant en taile; pur ceo que il avoit releas tout son droit. Et nul droit poit estre en issue en le taile durant le vie son pere. Et quel droit del enheritance en le taile nest pas tout ousterment expire per force de quel releas, &c. Ergo, il convient que quel droit demeure en abeiance, ut supra, durant la vie le Tenant en taile, que releve, &c. et apres son deces donque est quel droit maintenant au son issue en fait, &c.

En mesme le manner

is. to prove that the fee simple, &c. is in the Patron and the Ordinary, or in either of them, &c. but the cause that such grant of Rent charge is good, is, for that they who have the interest, &c. in the said Church, viz. the Patron according to the Law temporal, and the Ordinary according to the Law spiritual, were assenting, or parties to such charge, &c. And this seemeth to be the true cause why such Glebe may be charged in perpetuity, &c.

Also, if Tenant in tail hath issue and is disseised, and after he releaseth by his Deed all his right to the Disseisor; In this case no right of tail can be in the Tenant in tail, because he hath released all his right. And no right can be in the issue in tail during the life of his Father. And such right of the Inheritance in the tail is not altogether expired by force of such release, &c. Ergo, it must needs be that such right remain in abeiance, ut supra, during the life of Tenant in tail that releaseth, &c. and after his deces such right presently is in his issue in Deed, &c.

In the same manner it is

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est, lou Tenant en taile granta tout son estate a un autre, en cest cas le grantee nad estate forsque pur terme de vie del Tenant en le taile, et le reversion de le taile nest pas en le Tenant en taile, pur ceo que il avoit graunt tout son estate et son droit, &c. Et si le Tenant a que le graunt fait fait fist wast, le Tenant en le taile ne un que avera brieve de wast, pur ceo que nul reversion est en luy. Mes le reversion et le inheritance de le taile, durant le vie le Tenant en le taile, est en abeiance, cest ascavoir, ant-solement en le remembrance, consideration, et intelligence de la Ley.

Item, si un Evesque alien terres que sont parcel de son Evesquery, et devie, ceo est un discontinuance a son successor, pur ceo que il ne poit enter, mes est mis a son brieve De ingressu sine assensu capituli.

Item, si un Deane alien terres queux il ad en droit de luy et son Chapiter et morust, son successor poit enter. Mes si le Deane est sole seise come en droit son Deanry, douque son alienation est discontinuance a son successor, come est dit adavant.

where Tenant in tail grant all his estate to another; in this case the Grantee hath an estate but for term of life of the Tenant in tail, and the reversion of the tail is not in the Tenant in tail, because he hath granted all his estate and his right, &c. And if the Tenant to whom the grant was made make waste, the Tenant in tail shall not have a Writ of waste, for that no reversion is in him: but the reversion and inheritance of the tail, during the life of the Tenant in tail, is in abeyance, that is to say, onely in the remembrance, consideration, and intelligence of the Law.

Also, if a Bishop alien lands which are parcel of his Bishoprick, and die, this is a discontinuance to his successor, because he cannot enter, but is put to his Writ of *De ingressu sine assensu capituli*.

Also, if a Dean alien lands which he hath in right of him and his Chapter, and dieth, his successor may enter. But if the Dean be sole seised as in right of his Deanry, his alienation is a discontinuance to his successor as is said before.

Item,

Item, peradventure ascuns voilent arguer et dire, que si un Abbe et son Covent sont seises en leur demesne, come de fee, de certaine terres a eux et a leur successors, &c. et Labbe sans assent de son Covent alien mesmes les terres a un autre, et devie, ceo est un discontinuance a son successor, &c.

Per mesme le reason ils voilent dire, que lou un Dean et Chapter sont seises de certaine terre a eux et a leur successors, si le Dean alien mesme la terre, &c. ceo serroit un discontinuance a son successor issint que son successor ne poit enter, &c. A ceo poit estre respondue que il y ad grand diversite perenter les deux cases.

Car quand un Abbe et le Covent sont seises, uncore ils sont disseise, Labbe avera assise en son nome demesne, sans nosmer le Covent, &c. Et si ascun voile fuer Præcipe quod reddat, &c. de mesmes les terres quand ils fueront en le maine Labbe et Covent, il covient que quel action real soit fue envers Labbe seulement sans nosmer la Covent, pur ceo que tous sont morts per-

Also, peradventure some will argue and say, that if an Abbot and his Covent be seised in their demesne, as of fee, of certain lands to them and to their successors, &c. and the Abbot without the assent of his Covent alien the same lands to another, and die, this is a discontinuance to his successor, &c.

By the same reason they will say, that where a Dean and Chapter are seised of certain land to them and their successors, if the Dean alien the same lands, &c. this shall be a discontinuance to his successor, so as his successor cannot enter, &c. To this it may be answered, that there is a great diversity between these two cases.

For when an Abbot, and the Covent are seised, yet if they be disseised, the Abbot shall have an assise in his own name without naming the Covent, &c. And if any will sue a Præcipe quod reddat, &c. of the same lands when they were in the hands of the Abbot and Covent, it behoveth that such action real be sued against the Abbot onely without naming the Co-

sous en la Ley, forsque l'abbé que est le souverain, &c. Et ceo est per cause del souveraineté; Car autrement il serroit forsque come un de ls autres Moignes de le Couvent, &c.

Mes un Deane et le Chapter ne sont morts persons en la Ley, &c. car chescun de eux poit aver action per soy en divers casles. Et de tiels terres ou tenemens que le Deane et Chapter ont en common, &c. s'ils soient disseisies, le Deane et Chapter auroient un assise, et nemy le Deane sole, &c. Et si auer voile aver action real de tiels terres ou tenemens envers le Deane, &c. il rovient de sur envers le Deane et Chapter, et nemy envers le Deane sole, &c. et issint il appiert grand diversité percenter les deux casles, &c.

Item, si le Master d'un Hospital discontinue certaine terre de son Hospital, son Successeur ne poit enter, mes est mis a son brieve de ingressu sine assensu confratrum & consororum, &c. Et tous tiels briefs plei-

vent, because they are all dead persons in Law, but the Abbot who is the sovereign, &c. and this is by reason of the sovereignty; For otherwise he should be but as one of the other Monks of the Covent, &c.

But Dean and Chapter are not dead persons in Law, &c. for every of them may have an action by himself in divers cases. And of such lands or tenements as the Dean and Chapter have in common, &c. if they be disseised, the Dean and Chapter shall have an assise, and not the Dean alone, &c. And if another will have an action real for such lands or Tenements against the Dean, &c. he must sue against the Dean and Chapter, and not against the Dean alone, &c. and so there appeareth a great diversity between the two cases, &c.

Also, if the Master of an Hospital shall discontinue certain Land of his Hospital, his Successor cannot enter, but is put to his Writ of *De ingressu sine assensu confratrum & consororum, &c.* And all such Writs fulfilment

ment appearont en le Register, &c.

Item, si terre soit leſſe a un home pur terme de ſa vie, & le remainder a un autre en le taile, ſavant le reversion al Leſſor, & puis celuy en le remainder diſſeiſſe le Tenant a terme de vie, & fait un Feoffement a un autre en fee, & puis mouruſt ſans iſſue, & le Tenant a terme de vie mouruſt, il ſemble en ceſt caſe, que celuy en la reversion bien poſt enter ſur le Feoffee, par ceo que celuy en la remainder que ſit le Feoffement, ne fait unque ſeiſin en le taile per force de meſme le remainder, &c.

ly appear in the Register, &c.

Also, if Land be let to a man for term of his life, the Remainder to another in Tail, ſaving the Reversion of the Leſſor, and after he in the Remainder diſſeiſeth the Tenant for term of life, and maketh a Feoffment to another in Fee, and after dieth without iſſue, and the Tenant for life dieth; It ſeemeth in this Caſe that he in the Reversion may well enter upon the Feoffee, becauſe he in the Remainder which made the Feoffment was never ſeiſed in Tail by force of the ſame Remainder, &c.

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CHAP. XII.

Of Remitter.

Remitter en un anti-
ent terme en la Ley,
et est lou home ad
deux titles a terres ou te-
nements, s. un plus anti-
ent title, et un auser ti-
tle plus darrein, et sil vi-
ent a la terre per le plus
darreine title : uncore la
Ley luy adjudgera eins per
force del plus eigne title,
pur ceo que le plus eigne
title est le plus sure ti-
tle et plus deigne title.
Et donque quand home est
adjudge eins per force de
son eigne title, ceo est a
luy dit un remitter, pur
ceo que la Ley luy mitter
desi eins en la terre per
le plus eigne et sure title.
Sicome Tenant en le taile
discontinua la taile, et
puis il disseisist son Discon-
tinuee, et issint morust
seisist, per que les tene-
ments descendont a son is-
sue ou Cosine, inheritable
per force de le taile : en
cest case, ceo est a luy
a ques les Tenements
descendont que ad droit

Remitter is an antient
term in the Law, and
is where a man hath
two titles to lands or te-
nements, viz. onc a more
antient title, and another
a more latter title ; and if
he comes to the land by a
latter title ; yet the Law
will adjudge him in by
force of the elder title, be-
cause the elder title is the
more sure and more wor-
thy title. And then when
a man is adjudged in by
force of his elder title,
this is said a Remitter in
him, for that the Law
doth admit him to be in
the land by the elder and
surer title. As if tenant in
tail discontinue the tail,
and after he disseiseth his
Discontinuee and so dieth
seised, whereby the tene-
ments descend to his issue
or Cosine inheritable by
force of the tail : In this
case this is to him to
whom the Tenements de-
scend, who hath right by
force of the tail, a Remit-

per force de le taile un remitter a le taile, par ceo que la Ley luy miste et adjudge destre eins per force de le tail, que est son eigne title; car sil seroit eins per force de le discent, douques le discontinuee pouroit aver brieve de Entre lur disseisin en le Per envers luy, et recouvrer les tenements et ses damages, &c. Mes entant que il est eins en son remitter per force de le tail, le title et le interest le discontinuee est tout ousterment averé et defeat, &c.

Item, si le Tenant en tail enseoffa son fils en fee, ou son Cosine inheritable per force de le taile, lequel fils ou cosin al temps de feoffment est deins age, et puis le tenant en le taile devia, et celui a que le feoffment fuit fait en son heire per force de le Taile, ceo est un remitter al heire en le taile a que le feoffment fuit fait. Car coment que durant la vie le Tenant en le taile que fist le feoffment, tiel heire serra adjudge eins per force de le feoffment, uncore apres la mort le Tenant en le taile, l'heire serra adjudge eins per force de le taile, et nemy per force de le feoffment. Car coment que tiel

ter to the tail, because the Law shall put and adjudge him to be in by force of the tail, which is his elder title; for if he should be in by force of the discent, then the discontinuee might have a Writ of Entry *Sur Disseisin* in the Per against him, and should recover the tenements and his damages, &c. but inasmuch as he is in his remitter by force of this tail, the title and interest of the discontinuee is quite taken away and defeated, &c.

Also, if Tenant in tail incoffe his Son in Fee, or his Cosine inheritable by force of the tail, which Son or Cosine at the time of the feoffment is within age, and after the Tenant in tail dieth, and he to whom the Feoffment was made in his heir by force of the Tail, this is a remitter to the heir in tail to to whom the Feoffment was made: for albeit that during the life of the Tenant in tail who made the Feoffment, such heir shall be adjudged in by force of the Feoffment, yet after the death of Tenant in tail, the heir shall be adjudged in by force of the tail, and not by force of

heire

heire fuit de pleine age al temps de le mort de le Tenant en la taile que fist la Feoffment, ceo ne fait aucun matter, si l'heire fuit deins age al temps del feoffement fait a luy. Et si tuel heire esteant deins age al temps de tuel feoffment, vient al pleine age avant le Tenant en la taile, que fist la Feoffment, et issint esteant de pleine age, il chargea per son fuit mesme la terre ove un common de pasture, ou ove un rent charge, et puis le tenant en la taile morust, ore il semble que le terre est discharge del common, et de le rent, pur ceo que le heire est eins de auter estate en la terre, que il fuit al temps de le charge fait, tant que il est en son remitter per force de le taile, et issint lestate, que il avoit al temps de le charge, est oustermant defoit, &c.

Item, un principal cause pur que tuel heire en les cases avantis, et auters cases sensibables, sera dis en son remitter, est pur ceo que il ny ad aucun person envers que il soit suer son lresche de Formedon. Car envers luy mesme il ne

the Feoffment. For although such heir were of full age at the time of the death of the Tenant in tail who made the Feoffment, this makes no matter, if the heir were within age at the time of the Feoffment made unto him. And if such heir being within age at the time of such Feoffment cometh to full age, living the tenant in tail that made the feoffment, and so being of full age, he charges by his deed the same Land with a common of pasture, or with a rent charge, and after the Tenant in tail dieth; now it seemeth that the Land is discharged of the common, and of the rent, for that the heir is in of another Estate in the Land than he was at the time of the charge made, in as much as he is in his Remitter by force of the tail, and so the estate which he had at the time of the charge is utterly defeated, &c.

Also, a principal cause why such heir in the cases afore said, and other like cases, shall be said in his Remitter, is for that there is not any person against whom he may sue his Writ of Formedon. For against himself he cannot

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En mesme le manner est, si Tenant en taile enfeoffa son heire apparent en la taile esteant l'heire deins age, et un autre jointenant en fee, et le tenant in taile morust, ore l'heire en taile est en son remitter quant a l'un moietie, et quant a l'autre moietie il est mis a son Briefs de Formedon, &c.

Item, si tenant en taile enfeoffa son heire apparent, le heire esteant de plains age al temps de feoffment, et puis le tenant en taile morust, ceo nest remitter al heire, pur ceo que il fuit sa folly, que il esteant de plains age voile prender riel feoffment, &c. Mes riel folly ne poit estre ad udge en le heire esteant deins age al temps del feoffment, &c.

Item, si Tenant en taile enfeoffa un feme en fee et morust, et son issue deins age prent mesme la feme a feme, ceo est un remitter al enfant deins age, et la feme donque nad rien, pur ceo que le baron et sa feme soit forsque come un person en ley. Et en cest cas le baron ne poit suer briefs de

other sister is in as to tha to her belongeth in Fee simple by the discent of her Father, &c.

In the same manner it is, if Tenant in tail infeoffe his heir apparent in tail, (the Heir being within age) and another Joyntenant in fee, and the Tenant in tail dieth; now the heir in tail is in his remitter as to the one moiety, and as to the other moiety he is put to his Writ of Formedon, &c.

Also, if Tenant in tail infeoffe his heir apparent, the heir being of full age at the time of the feoffment, and after Tenant in tail dieth; this is no Remitter to the heir, because it was his folly, that being of full age he would take such feoffment, &c. but such folly cannot be adjudged in the heir being within age at the time of the feoffment, &c.

Also, if Tenant in tail infeoffe a woman in Fee, and dyeth, and his issue within age taketh the same woman to wife; this is a Remitter to the infant within age, and the wife then hath nothing, for that the husband and his wife are but as one person in Law. And in this case the Forme-

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ceo qu

Formedon, *sinon que il* veilloit *fuier envers luy* mesme, le quel serroit *inconuenient*, et pur cel cause la Ley adjudgera le heire en son remitter, pur ceo que nul folly poit estre adjudge en luy, estant deins age al temps desponsels, &c. Et si le heire soit en son remitter per force de le taile, il ensuist per raison, que la feme nad riens, &c. Car entant que le baron et sa feme sont come un person, la terre ne poit estre seuerer per moieties, et pur cel cause le baron est en son remitter de lentierte: Mes autrement est si tiel heire fuit de pleine age al temps de lesponsels, car donques le heire nad riens forsque en droit sa feme, &c.

Item, si Feme seise de certain terre en Fee prent baron, le quel aliena mesme la terre a un auter en Fee, la lieenee lessa mesme la terre al baron et sa Feme pur terme de lour deux vies, savant le reversion al Lessor et a ses Heires, en cest cas la Feme est eins en son Remitter, et el est seise en Fait en son demesme come de Fee, sicome el fuit adevant pur ceo que le reprisal del E-

husband cannot sue a writ of Formedon, unlesse he will sue against himself, which should be inconvenient; and for this case the Law adjudgeth the heir in his Remitter, for that no folly can be adjudged in him being within age at the time of the Espousals, &c. And if the heir be in his remitter by force of the entail, it followeth by reason that the wife hath nothing, &c. for in as much as the husband and wife be as one person, the land cannot be parted by moieties, and for this cause the husband is in his remitter of the whole. But otherwise it is if such heir were of full age at the time of Espousals, for then the heir hath nothing but in right of his wife, &c.

Also, if a woman seiled of certain Land in fee, taketh a Husband, who alieneth the same Land to another in fee, the Alienee letteth the same Land to the Husband and Wife for Term of their two lives, saving the reversion to the Lessor and to his Heirs: In this case the Wife is in her Remitter, and she is seised in Deed in her Demesne as of Fee, as she was before, because the taking

state

State sera adudge en Ley le Fait le Baron, et nemy le Fait la femme, issint nul folly poit estre adudge en la Femme, que est covert en tel Case. Et en cest case le Lessor nad rien en le reversion si pur ceo que la Femme ayt seise en Fee, &c.

Mais en ceo Case si le Lessor voilt faire Action de Waste vers le Baron et sa Femme, pur ceo que le Baron avoit fait Waste, le Baron ne poit barrer le lessor pur monstre ceo, que le prisal del estate fait a luy par sa femme, fait un Remitter a sa femme, pur ceo que le Baron est stoppe a dire ceo que est encounter son seoffment, et son reprisal domesne del estate pur terme de vie a luy et a sa femme. Et uncore le Lessor nad un Reversion, pur ceo que la Fee simple est en la femme. Et issint home voit veien un matter en ceo case, que home sera estappe per un matter en fait, comment que nul Escripature soit fait per Fait indent, ou autrement,

Mais si en Action de Waste le Baron fait default a la grand Distresse, et la femme pris de sire receive et fait receive,

back of the estate shall be adjudged in Law the fact of the husband, and not the fact of the wife, so no folly can be adjudged in the Wife which is Covert in such case: And in this case the Lessor hath nothing in the Reversion, for that the Wife is seised in Fee, &c.

But in this Case if the Lessor will sue an Action of Waste against the Husband and his Wife, for that the Husband hath committed Waste, the Husband cannot bar the Lessor by shewing this, that the taking back of the Estate to him and to his Wife, was a Remitter to his Wife, because the Husband is stopped to say that which is against his own Proffment and taking back of the Estate for term of life to him and to his Wife. And yet the Lessor hath no reversion, for that the Fee simple is in the Wife. And so a man may see one thing in this case, That a man shall be stopped by matter in Fact, though there be no Writing by Deed indented, or otherwise.

But if in Action of Waste the Husband make default to the grand Distresse, and the Wife pray to be received, and is re-

el monstra bien tout le matter, et coment el est en son Remitter, et el barrera le Lessor de son Action, &c.

Car en chescun cas lou feme est receiue per default son baron, el pledera et avera mesme ladvantage en plect pledant, come el fuisset feme sole, &c. Et coment que lalienee fist le leas al baron et a sa feme, prefait endent, uncore ceo est remitter a la feme. Et auxy coment que lalienee rendist mesme l' terre al baron et a sa feme per fine per terme de lour vies, uncore ceo est un remitter al feme, pur ceo que feme covert que prent estate per fine, ne serra my examine per les Justices, &c.

Et hic nota, que quand ascun chose passera de la feme que est covert de baron per force d'un fine, si come le baron et la feme fesoient un conusance de droit a un auter, &c. ou fesoient un grant et render a un auter, ou releissent per fine a auter, &c. sic de similibus, lou le droit del feme passeroit del feme per force de mesme le fine, en tous tiels cases la feme serra examine devaunt que la fin:

ceived, she may well shew the whole matter, and how she is in her remitter, and she shall barr the Lessor of his Action, &c.

For in every Case where the Wife is received for default of her Husband, she shall plead and have the same advantage in pleading, as she were a woman sole, &c. and albeit that the Alienee made the lease to the husband and wife by Deed indented, yet this is a Remitter to the wife: and also albeit the Alienee rendereth the same land to the husband and his wife by Fine for term of their lives, yet this is a Remitter to the wife, because a Feme covert which takes an estate by Fine shall not be examined by Justices, &c.

And here note, that when any thing shall pass from the wife which is covert of a husband by force of a fine: As if the husband and wife make a conusance of right to another, &c. or make a grant & render to another, or release by fine unto another, &c. sic de similibus, where the right of the wife shall pass from the wife by force of the same fine: in all such cases the wife shall be ex-

soit accept pur ceo que tiels fines concluderont tiels femmes coverts a tous jours, &c. Nles lau riens est move en le fine forsque tantselement que la baron et la feme preignent estare per force de mesme le fine, ceo ne concluder la feme, pur ceo que en tiel cas el jammes ne serra my examine, &c.

Item, si Tenant en taile discontinue le taile, et ad issue filz, et morust, et la filz estant de pleine age prent baron, &c. le discontinuee fait un releas de ceo al baron et a sa feme pur terme de lour vies, ceo est un Remitter al feme, et la feme est eins per force de le taile, Causa qua supra.

Item, si terre soit done a le baron et a sa feme, a aver et tener a eux et a les heires de lour deux corps engendres, et puis le baron aliena la terre en fee, et reprent estare a luy et a sa feme pur terme de lour deux vies, en cest cas il est remitter en fait a le baron et a sa feme maugre le baron. Car il ne poit estre un remitter en cest cas a la feme, si non que soit un remitter a la Baron, pur ceo que le baron et sa feme

amined before that the fine be taken, because that such fines shall conclude such femmes coverts for ever. But where nothing is moved to the fine, but only that the husband and wife do take an estate by force of the said fine; this shall not conclude the wife, for that in such case she shall not be at all examined, &c.

Also, if Tenant in tail discontinue the tail, and hath issue a daughter and dieth, and the daughter being of full age taketh husband, and the Discontinuee make a release of this to the husband and wife for term of their lives; this is a Remitter to the wife, and the wife is in by force of the tail, Causa qua supra.

Also, if land be given to the husband and to his wife, to have and to hold to them and to the heirs of their two bodies begotten, and after the husband alien the land in fee, and take back an estate to him, and to his wife for term of their two lives; in this case this is a Remitter in deed to the husband and to his wife, maugre the husband. For it cannot be a Remitter in this case to the wife, unless it be a

font

sont tout un mesme person en ley, coment que le baron est estopper de clayer. Et par ceo, ceo est un remitter en luy encounter son alienation et son repriset demesne, come est dit adevant.

Item, si terre soit done a un feme en tail, le remainder a un autre en tail, le remainder a le tierce en tail, le remainder al quart en fee, et la feme prent baron, et le baron discontinua le terre en fee, per cel discontinuance tous les remainders son discontinues. Car si la feme deviait sans issue, ceux en le remainder n'averont ascun remedie forsque de fuer leur briefs de Formedon en le remainder quand il avient a leur temps. Mes si apres tel discontinuance, estate soit fait a le baron & sa feme pur terme de leur deux vies, ou pur terme d'auter vie, ou auter estate, &c. pur ceo que ceo est un remitter al feme, ceo est auxy un remitter a tous ceux en le remainder. Car apres ceo que la feme que est en son remitter morust sans issue ceux en le remainder poient enter, &c. sans ascun action fuer, &c. En mesme la manner est de ceux que ont la

Remitter to the husband, because the husband and wife are all one same person in Law, though the husband be stopped to claim it. And therefore this is a Remitter against his own alienation and reprisal, as is said before.

Also, if land be given to a woman in tail, the remainder to another in tail, the remainder to the third in tail, the remainder to the fourth in fee, and the woman taketh husband, and the husband discontinues the land in fee; by this Discontinuance all the remainders are discontinued. For if the wife die without Issue, they in the remainder shall not have any remedy but to sue their Writs of Formedon in the remainder, when it comes to their times. But if after such discontinuance, an estate be made to the husband and wife for term of their two lives, or for term of another mans life, or other estate, &c. for that this is a remitter to the wife, this is also a remitter to all them in the remainder. For after that the wife which is in her remitter be dead without issue, they in the remainder may enter, &c. without any action suing, &c.

reversion apres tiel tailles.

Item, si home lessa un mease a un feme pur terme de sa vie, s'avant le reversion al lessour, et puis un fuist un feint et faux action envers la feme, et recouvrast le mease envers luy per default, issint que la feme poit aver envers luy un Quod ei de forceat, selonque le Statute de Westm. 2. ore le reversion le lessor est discontinuë, issint que il ne poit aver ascun action de Waste. Mes en cest case si la feme prent baron et celui que recouvrast lessa le mease al baron et a sa feme pur terme de leur deux vies, la feme est eins en son Remitter per force del primer lease.

Et si le baron et sa feme font Waste, le primer Lessor avera envers eux brieve de Waste, pur ceo que en tant que la feme est en son Remitter, il est remise a son reversion. Mes semble en cest cas si celui que recouvrast per le faux action, veile porter autre brieve de Waste envers le baron et sa feme, le baron n'ad autre remedy envers luy mes de faire defauts a la

In the same manner is it of those which have the reversion after such entails.

Also, if a man let a house to a woman for term of her life, saving the reversion to the Lessor, and after one sue a feigned and false Action against the woman, and recovereth the house against her by default; so as the woman may have against him a *Quod ei de forceat*, according to the Statute of Westm. 2. now the reversion of the Lessor is discontinued, so that he cannot have an Action of Waste. But in this case if the woman take husband, and he which recovereth let the house to the husband, and his wife for term of their two lives, the wife is in her Remitter by force of the first lease.

And if the husband and wife make waste, the first Lessor shall have a Writ of Waste against them, for that inasmuch as the wife is in her Remitter, he is remitted to his reversion. But it seemeth in this case, if he that recovereth by the false action will bring another Writ of Waste against the husband and his wife, the husband hath no other remedy against him

grand

graund distres, &c. et
causer la feme destre re-
ceiue, et de pleder cel
matter enuers le second
Lessor, et monstrier coment
le action per que il recoue-
rast fuit faux et feint en
ley, &c. issint le feme
poit luy barrer, &c.

Item, si le baron dis-
continua le terre de sa fe-
me, et puis reprist estate a
luy et a sa feme, et al ri-
erce person, pur terme de
leur vies, ou en fee, ceo
nest un remitter a la feme,
forsque quant a la moiety,
et pur l'auter moiety el co-
vient apres la mort son
baron de suer un brieve de
Cui in vita.

Item, si le baron discon-
tinue la terre sa feme, et
a la ouster le mere, et le
discontinuee lessa mesme la
terre al feme pur terme de
sa vie, et liver a luy sei-
sin, et puis le baron revie-
nt, et agreea a cel liverie
de seisin, ceo est un Re-
mitter a la Feme, et un-
core si la Feme faisoit sole
al temps de le leas fait a
luy, ceo ne serroit a luy
un Remitter. Mes en-
tant que el fuit covert de
baron al temps de la leas,
et de le liverie de seisin
fait a luy, coment que el
prist seulement le liverie de

but to make default to the
grand distres, &c. and
cause the wife to be recei-
ved, and to plead this
matter against the second
Lessor, and shew how the
action whereby he reco-
vered was false and fained
in Law, &c. so the wife
may bar him, &c.

Also, if the husband
discontinue the land of his
wife, and after taketh back
an Estate to him and to his
wife, and to a third per-
son, for term of their
lives, or in fee, this is no
Remitter to the wife; but
as to the moiety, and for
the other moiety she must
after the death of her hus-
band sue the Writ of Cui
in vita.

Also, if the husband dis-
continue the land of the
wife, and goeth beyond
sea, and the Discontinuee
let the same land to the
wife for term of her life,
and deliver to her seisin,
and after the husband com-
eth back, and agreeth to
this livery of seisin, this is
a Remitter to the Wife;
and yet, if the Wife had
been sole at the time of the
lease made to her, this
should not be to her a Re-
mitter; but inasmuch as
she was covert baron at
the time of the lease, and
livery of seisin made unto

I i 3 seisin.

feisin, ceo fuit un Remitter a luy pur ceo que feme covert serra adjudge sicome enfant deins age en tiel cas, &c. Quare en cest cas, si le baron quand il revient voit disagree a le leas et livery de feisin fait a son feme en son absence, si ceo oustera son feme de son Remitter, ou nemy, &c.

Item, si le baron discontinua les tenements son feme et le discontinuee est disseisin, et puis le disseisor lessa m smes les tenements a le baron et a son feme pur terme de vie, ceo est un remittera la feme. Mes si le baron et son feme fuervont de covin et consent que le disseisin doit estre fait, donques il nest Remitter a son feme pur ceo que il est disseisoreffe : Mes si le baron fuit de covin et consent a le disseisin, et nemy la feme, donque tiel leas fait al feme est un remitter, pur ceo que nul default fuit en la feme.

Item, si tiel discontinuee fesoit estare de franktenement al baron et a son feme par fait endent, sur condition, s. reservant al

her, albeit she taketh only the livery of feisin, this was a Remitter to her because a Feme covert shall be adjudged as an infant within age in such a case, &c. *Quare*, in this case, if the husband when he comes back will disagree to the lease and livery of feisin made to his wife in his absence, if this shall oust his wife of her Remitter, or not, &c.

Also, if the husband discontinue the Lands of his wife, and the discontinuee is disseised, and after the Disseisor letteth the same lands to the husband and Wife for term of life, this is a Remitter to the Wife. But if the Husband and his Witte were of covine and consent that the disseisin should be made, then it is no remitter to his Wife, because she is a disseisoreffe : But if the Husband were of covine and consent to the Disseisin, and not the Wife, then such lease made to the wife is a remitter, for that no default was in the wife.

Also, if such discontinuee make an estate of Freshold to the husband and wife by deed indented upon condition, s. reser-

dis-

discontinuee un certaine rent, et pur default de payment un re-entry, et pur ceo que le rent est adereve, le discontinuee enter, donques de cel enurie le feme aura un Assise de Novel disseisin, apres la mort son baron envers le discontinuee, pur ceo que le condition fuit tout ousterment aniente, entant que la feme fuit en son remitter, uncore le baron ouesque sa feme ne poient aver Assise, pur ceo que le baron est estoppe, &c.

Item, si le baron discontinuee les tenements sa feme, et reprist estate a luy pur terme de sa vie, le remainder apres son decesse a sa feme pur terme de sa vie, en cest cas ceo nest un remitter a la feme durant la vie le baron, pur ceo que durant la vie le baron, la feme n'ad riens en le franktenement. Mes si en ceo cas la feme survesqust le baron, ceo est un remitter a la feme, pur ceo que un franktenement en ley est ject sur luy manvre le soen. Et entant que el ne poit aver action envers nul autre person, et envers luy mesme el ne poit aver action, pur ceo el est en son Remitter. Car en cest cas c'ement que la feme ne en-

ving to the discontinuee a certain rent, and for default of payment a re-entry, and for that the rent is behinde the discontinuee enter, then for this entry the wife shall have an Assise of Novel disseisin, after the death of her Husband, against the Discontinuee, because the condition was altogether taken away, inasmuch as the wife was in her remitter, yet the Husband with his Wife cannot have an Assise because the Husband is estopped, &c.

Also, if the Husband discontinuee the tenements of his Wife, and take back an estate to him for life, the remainder after his decease to his wife for term of her life, in this case this is no remitter to the wife during the life of the husband, for that during the life of the husband the wife hath nothing in the Freehold. But if in this case the wife surviveth the husband, this is a remitter to the Wife, because a Freehold in Law is cast upon her against her will. And inasmuch as she cannot have an action against any other person, & against her self she cannot have an action therefore she is in her remitter.

tra pas en les tenements,
uncore un estrange que ad
cause de aver action, poit
suer son action envers la
feme de mesmes les tene-
ments, pur ces que ele est
tenant en ley, coment que
el ne soit tenant en fait.

Car tenant de frank-
tenement en fait est celuy,
que sil soit disseise de
franktenement, il poit a-
ver assise. Mes tenant de
franktenement en ley de-
vant son entre en fait,
navera my assise. Et si
home soit seise de certeine
terre, et ad issue firs quel
prend feme, et le pier de-
vie seisse, et puis le firs
devie devant ascun entrie
fait pur luy en la terre,
la feme firs serra endowe
en le terre, et uncore il
navoit nul franktenement
en fait, mes il avoit un
fee et franktenement en
ley. Et issint nota, que
Præcipe quod reddat poit
auxibien estre maintenus
envers celuy que ad frank-
tenement en ley, sicome
envers celuy que ad le
franktenement en fait.

Item, si tenant en taile
ad issue deux firs de pleine
age, et il lèssa la terre
taile al eigne firs pur
terme de sa vie, le remain-
der al firs puisne pur

For in this case, although
the wife doth not enter in-
to the tenements, yet a
stranger which hath cause
to have an action, may sue
his action against the wife
for the same tenements,
because she is Tenant in
Law, albeit that she be not
Tenant in deed.

For Tenant of Freehold
in deed is he, who, if he
be disseised of the Free-
hold, may have an Assise,
but Tenant of Freehold in
law before his entry in
deed, shall not have an
Assise. And if a man be
seised of certain Land, and
hath issue a son who ta-
keth wife, and the Father
dieth seised, and after the
son dies before any entry
made by him into the land,
the wife of the son shall be
endowed in the land, and
yet he had no Freehold in
Deed, but he had a Fee
and Freehold in Law. And
so note, that a *Præcipe quod
reddat* may as well be
maintained against him
that hath the Freehold in
Law, as against him that
hath the Freehold in Deed.

Also, if Tenant in tail
hath issue two sons of full
age, and he letteth the
land tailed to the eldest
son for term of his life, the
remainder to the younger.

terme.

terme de sa vie, et puis le tenant en taile morust, en cest cas leigne firs nest pas en son remitter, par ceo que il prent estate de son pier. Mes si leigne firs morust sauns issue de son corps, donque ceo est un remitter al puisne frere, pur ceo que il est heire en le taile, et un franktenement en le ley est escheat, et jecte sur luy per force de le remainder, et il y ad nul envers que il poit sue son action.

En mesme le manner est, lou-home soit disseise, et le disseisor morust seise, et les tenements discendent a son heire, et le heire le Disseisor fait un leas a un home de mesmes les tenements pur terme de vie, le remainder a le Disseisee pur terme de vie, ou en taile, ou en fee, le tenant a terme de vie morust, ore ceo est un Remitter al Disseisee, &c. Causa qua supra, &c.

Nota, si tenant en taile enfeoffa son firs et un autre per son fait de la terre en fee, et livery de seisin est fait a l'autre accordant al fait, et le firs rien consant de ceo agreea a le feoffment, et puis celui que prist la livery de seisin devy, et le firs ne occupia la terre, ne prent

son for term of his life, and after the Tenant in tail dieth, in this case the eldest son is not in his remitter, because he took an estate of his Father. But if the eldest die without issue of his body, then this is a remitter to the younger brother, because he is heir in tail, and a Freehold in Law is escheated and cast upon him by force of the remainder, and there is none against whom he may sue his action.

In the same manner it is, where a man is disseised, and the Disseisor dieth seised, and the tenements descend to his heir, and the heir of the Disseisor make a lease to a man of the same tenements for term of life, the remainder to the Disseisee for term of life, or in tail, or in fee, the tenant for life dieth, now this is a Remitter to the Disseisee, &c. Causa qua supra, &c.

Note, if Tenant in tail infeoffed his son and another by his deed of the land intailed in fee, and Livery of seisin is made to the other according to the deed, and the son not knowing of this agreeth to the feoffment, and after he which took the Livery of seisin dieth, and the son
ascun

ascun profit del terre durant la vie le pier, et puis le pier morust, ore ceo est un Remitter al fis, pur ceo que le franktenement est jett sur luy per le survivor : Et nul default fuit en luy, pur ceo que il ne unque agreea, &c. en la vie son pier, et il ad nul envers que il poit surer Brieve de Formedon, &c.

Car si home soit disseisfe de certeine terre, et le Disseisor fait un fait de Feoffement, per que il infeoffa B. C. et D. et le livery de seisin est fait a B. et C. Mes D. de fuit al livery de seisin : ne unque agreea a le feoffement, ne unque voile prendre les profits, &c. et puis B et C. devieront, et D. eux survesquist, et le Disseisee port son Brieve sur disseisin en le Per, envers E. il monstra tout le matter, coment il ne unques agreea a le feoffement, et issint il dischargera luy le damages, issint que le demandant ne recovers aucuns damages envers luy, coment que il soit Tenant del franktenement del terre. Et uncore le Statute de Gloucester cap. i. voit, que le Disseisee recovers

doth not occupy the land, nor takech any profit of the land during the life of the Father, and after the Father dieth, now this is a Remitter to the son, because the freehold is cast upon him by the survivor : And no default was in him, because he did never agree, &c. in the life of his Father, and he hath none against whom he may sue a Writ of Formedon, &c.

For if a man be disseised of certain land, and the Disseisor make a deed of Feoffment, whereby he infeoffeth B. C. and D. and livery of seisin is made to B. and C. but D. was not at the Livery of Seisin, nor ever agreed to the feoffment, nor ever could take the profits, &c. and after B. and C. die, and D. survive tham, and the Disseisee bringeth his Writ upon Disseisin in the Per against D. he shall shew all the matter, how he never agreed to the feoffment, and he shall discharge himself of damages, so as the Demandant shall recover no damages against him, although he be Tenant of the freehold of the Land. And yet the Statute of Gloucester, cap. i. will, That the Disseisee shall re-

damages

damages
tre for
Tenant
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profits
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damages en Brieſe de Entre foundue ſur Diſſeiſin Tenant. En cea eſt un vers celuy que eſt trouue prooue en l'auter caſe, que entant que Liſſue en le taile auient a le Franktenement, et nemy per ſon fait, ne per ſon agreement; mes apres la mort ſon pier, cea eſt un Remitter a luy, entant que il ne poit ſuer Action de Formedon envers nul auter perſon, &c.

Item, ſi un Abbe aliena la terre de ſon meaſon a un auter en fee, et Lalienee per ſon fait charge la terre ove un rent charge en fee, et puis Lalienee infeoffa Labbe ove licence, a auer et tenir al Abbe et a ſes Succesſors a tous jours, et puis Labbe moruſt, et un auter eſt eſſieu, et fait Abbe: en ceſt caſe Labbe que eſt le Succesſor, et ſon Covent, ſont en leur Remitter, et tison droit la terre diſcharge, pur cea que meſme Labbe ne poit aver aſcan action, ne breiſ Dentre ſine aſſenſu Capituli, de meſme la terre envers nul auter perſon.

En meſme la manner eſt, lou un Eueſque, ou un Deane ou auers tiels Perſons aliena, &c. ſans aſ-

cover damages in a Writ of Entry founded upon a Diſſeiſin againſt him which is found Tenant. And this is a proof in the other Caſe, that forasmuch as the iſſue in tail came to the freehold, and not by his act, nor by his agreement, but after the death of his Father, therefore this is a Remitter to him, inasmuch as he cannot ſue an Action of Formedon againſt any other perſon, &c.

Also, if an Abbot alien the land of his houſe to another in fee, and the Alienec by his deed charge the land with a rent charge in fee, and after the Alienec infeoffe the Abbot with licence, to have and to hold to the Abbot and to his Succesſors for ever, and after the Abbot die, and another is choſen, and made Abbot; in this caſe the Abbot that is the Succesſor, and his Covent, are in their Remitter, and ſhall hold the land diſcharged, becauſe the ſame Abbot cannot have an Action, nor a Writ of Entre ſine aſſenſu Capituli, of the ſame land againſt any other perſon.

In the ſame manner it is, where a Biſhop or a Dean, or other ſuch perſons alien, &c. without aſſent,

sent, &c. et Lalienee charge la terre, &c. et puis Levesque reprist estate de mesme la terre per licence, a luy et a ses Successeurs, et puis levesque devie, son Successeur est en droit de son Eglise, et defeatera le charge, &c. *Causa qua supra*, &c.

Item, si home fust faux action envers le Tenant en taile, sicome home voile suer envers luy un brieve Dentre en le Post, supposant per son brieve que le Tenant en taile n'ad pas euvre, sinon per A. de B. que disseist layel le Demandant, et ceo est faux, et il recover envers le Tenant en le taile per default, et fust execution, et puis le Tenant entaile morust, son Issue poit aver Brieve de Formedon envers luy que recovera, et sil voile pleader le recoverie envers le Tenant en taile, lissue poit dire, que le dit A. de B. ne disseist poynt layel ce luy que recoverast, en le maner come son brieve supposa, et issint il fauxera le recoverie. Auxy Posito, que ceo fust voyer, que le dit A. de B. disseist layel le demandant que recoverast, et que apres le disseisin, le demandant, ou son Pier, ou son ayei per

&c. and the Alienee charge the land, &c. and after the Bishop takes back an estate of the same land by Licence, to him and his Successours, and after the Bishop dieth; his Successor is in his Remitter as in right of his Church, and shall defeat the charge, &c. *Causa qua supra*, &c.

Also, if a man sue a false Action against Tenant in tail, as it one will sue against him a Writ of Entry in Post, supposing by this Writ, that the Tenant in tail had not his Entry, but by A. of B. who disseised the Grandfather of the Demandant, and this is false, and he recovereth against the Tenant in tail by default, and sueth Execution, and after the Tenant in tail dieth, his Issue may have a Writ of Formedon against him which recovereth; and if he will plead the Recovery against the Tenant in tail, the Issue may say, That the said A. of B. did not disseise the Grandfather of him which recovered in manner as his Writ supposeth, and so he shall falsifie his recovery. And admit this were true, That the said A. of B. did disseise the Grandfather of the Demandant, which recovered,

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un fait avoyent releffe al Tenant en taile, tout le droit que il avoit en la Terre, &c. et ceo nient contristiant il fust un Briefe Ventre en le Post, envers le Tenant en Taile, en le manner come est avauant dit, et le Tenant en Taile pleda a celuy, Que le dit A. de B. ne disseisist pas son ayel, en le manner come son Briefe supposa, et sur ceo sont a lssue, et lissue est trove pur le demandant, pur que il ad judgement de recover, et fust execution, et puis le Tenant en le Taile morust, son issue poit aver un Brief de Formedon envers celuy que recovers, a sil voile plead le recoverie per l' action trie envers son pier, que fuit Tenant en Taile, donque il poit monstrier et pleader le Release fait al son pier, et issint l' action que fuit sue, feint en Ley.

Et il semble que feint action est autant adire en English, A fained action, cest ascavoir, tiel action, que coment que les parolx de le breife sont veyers, uncore pur certain causes il nad cause ne tittle pur la

and that after the disseisin, the Demandant, or his Father, or his Grandfather by a Deed had released to the Tenant in tail all the right which he had in the land, &c. and notwithstanding this he sueth a Writ of Entry in the Post, against the Tenant in Tail, in manner as is aforesaid, and the Tenant in Tail plead to him, that the said A. of B. did not disseise his Grandfather in such manner as his Writ supposed, and upon this they are at issue, and the issue is found for the demandant, whereby he hath judgment to recover, and sueth execution, and after the Tenant in tail dieth, his issue may have a Writ of Formedon against him that recovered, and if he will plead the recovery by the action tried against his father who was Tenant in tail, then he may shew and plead the release made to his father, and so the action which was sued, faint in Law.

And it seemeth that a faint action is as much to say, in English A fained action, that is to say, such an action as albeit the words of the Writ be true, yet for certain causes he hath no cause nor tittle by

ley de recouer pur mesme l'actiō. Et faux actiō est, lou les parolx de brieve sont faux. Et en les deux cases avantdits, si le cas fuit tiel, que apres tiel recovery et execution ent en fait, le tenant en taile nst disseisic celuy que recouera, et ent morust seisie, per que la terre descendist a son issue, ceo un remitter al issue, et l'issue est eins per force de le taile, et pur cel cause jeo aye mu les deux cases precedents, pur enformer toy, mon firs, que l'issue en taile per force d'un descent fait a luy apres un recovery et execution fait envers son ancessor soit estre auxy bien en son remitter, sicome il serroit per le descent fait a luy apres un discontinuance fait per son ancessor de les terres tailes, per seoffement en pau, ou autrement, &c.

Item, en les cases avantdits, si le cas fuit tiel, que apres ceo que le demandant avait judgement de recouer envers le tenant en taile, et mesme le tenant en taile morust devant aucun execution ewe envers luy per que les tenements descendont a son issue, et celuy que recouera fuit un

the Law to recover by the same action. And a false action is, where the words of the Writ be false. And in these two Cases aforesaid, if the case were such that after such recovery, and execution there, upon done the tenant in tail had disseised him that recovered, and therefore died seised, whereby the land descended to his issue, this is a remitter to the issue, and the issue is in by force of the tail; and for this cause I have put these two cases precedent, to inform thee (my Son) that the issue in tail by force of a descent made unto him after a recovery and execution made against his Ancestor, may be as well in his remitter, as he should be by the descent made to him after a Discontinuance made by his Ancestor of the entailed lands by seoffment in the County or otherwise, &c.

Allo, in the cases aforesaid, if the case were such, that after that the Demandant have judgment to recover against the tenant in tail, and the same tenant in tail died before any execution had against him, whereby the tenements descend to his issue, and he who recovereth sueth a

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scire facias, hors de le judgement daver execution de la judgement envers le issue en taile, lissue plede par le matter come avants est dit : Et issint prouva que le dit recovery fuit faux, ou feint en ley, et issint luy barrera daver execution de le judgement.

Item, si tenant en taile discontinue le taile, et morust, et son issue port son breise de Formedon envers le discontinuee, (estant tenant de franktenement del terre) et le discontinuee plede que il nest tenant, mes onsterment disclaima de le tenancy en la terre, en cest cas le judgement serra que le tenant alast sans jour, et apres tel judgement lissue en la taile que est demandant poist entrer en la terre, nyent contristiant le discontinuance, et per tel entry il serra adjudge eins en son Remitter. Et la cause est, pur ceo que si aucun home fust Præcipe quod reddat envers aucun tenant de franktenement, en quel action le demandant ne recoversa damages, et le tenant pledest nontenure, ou autrement disclaima en le tenancy, le demandant ne poist averrer son breise et dirra que il est tenant

scire facias out of the judgement to have execution of the judgment against the issue in Tail, the issue shall plead them after as aforesaid, and so prove that the said recovery was false, or faint in Law, and so shall bar him to have execution of the judgment.

Also, if Tenant in tail discontinue the tail, and dieth, and his issue bringeth his Writ of Formedon against the discontinuee (being tenant of the freehold of the land) and the discontinuee plead that he is not tenant, but utterly disclaimeth from the tenancy in the land; In this case the judgement shall be that the Tenant goeth without day, and after such judgement the issue in the tail that is demandant may enter into the land, notwithstanding the discontinuance, and by such entry he shall be adjudged in his Remitter. And the reason is, for that if any man sue a Præcipe quod reddat against any tenant of the freehold, in which action the demandant shall not recover damages, and the tenant pleade non tenure, or otherwise disclaim in the tenancy, the Demandant cannot aver his Writ and say that he is tenant as

come le brieve suppose. Et pur cel cause le demandant apres ceo que judgement est done que le tenant a last sans jour, poit entrer en les tenements demands, le quel sera auxy grand advantage a luy en ley, sicome il avoit judgement de recoverer envers le tenant, et par tisl entrie il est en son remitter per force del taile. Mes lon le demande recovers damages envers le tenant, la le demandant poit averrer, que il est tenant come le brieve suppose. et ceo pur le advantage del demandant per recoverer les damages, ou autrement il ne recoveroit ses damages, queux sont ou fueront a luy dones par la Ley.

Item, si home soit disseise, et le Disseisor devie, son Heire, esteant ains per descent, ore l'entrie dele Disseisee est tolle; et si le disseisee porta son brieve d'entrie sur disseisin en le Per, envers le Heire, et le Heire disclame en le tenancy, &c. le Demandant poit averrer son brieve que il est tenant come le brieve suppose, sil voit, pur recoverer ses damages; mes uncore sil voit

the Writ supposeth. And for this cause the demandant after that the judgement is given that the tenant shall go without day, may enter into the tenements demanded, the which shall be as great an advantage to him in law, as if he had judgement to recover against the tenant, and by such entrie he is in his remitter by force of the entail. But where the demandant shall recover damages against the tenant, there the demandant may aver that he is tenant, as the Writ supposeth, and that for the advantage of the demandant to recover his damages, or otherwise he shall not recover his damages, which are or were given to him by the Law.

Also, if a man be disseised, and the Disseisor die his heir being in by descent, now the entrie of the Disseisee is taken away; and if the Disseisee bring his Writ of entrie sur disseisin in the per against the Heir, and the Heir disclaim in the tenancy, &c. the Demandant may aver his Writ that he is Tenant as the Writ supposeth, if he will, to recover his damages; but

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relinquisher le averment, &c. il poit loyalmont entrer en la terre per cause del disclamer, nient obstant que son entrie adavant fuit tolle, et cee fuit adjudge devant mon master Sir R. Dandy iades Chief Justice de la Common Bank, et ses Compagnies, &c.

Item, l'ou l'entrie d'un home est congeable, comment que il prent Estate a luy quand il est de pleine age, pur terme de vie, ou en Taille, ou en Fee, ceo est un Remitter a luy, si tuel prisel de estate ne soit per fait indant ou per matter de Record, que concludera ou estoppera. Car si homo soit disseise, et reprunt Estate de le Disseisor sans fait, ou per fait polle, ceo est un Remitter al Disseisee, &c.

Item, si homo lessa terre pur terme de vie a un autre, le quel aliena a un autre en Fee, et l'alienance fait estate a le Lessor, ceo est un Remitter al Lessor, pur ceo que son Entrie fuit congeable, &c.

Item, si homo soit disseise et le Disseisor lessa la terre al Disseisee per

yet if he will relinquish the averment, &c. he may lawfully enter into the Land because of the Disclaimers, notwithstanding that his entry before was taken away; and this was adjudged before my Master Sir R. Dandy late Chief Justice of the Common Pleas, and his Companions, &c.

Also, where the entry of a man is congeable, although that he takes an Estate to him when he is of full age, for term of life, or in Tail, or in Fee, this is a Remitter to him, if such taking of the estate be not by Deed indented, or by matter of Record, which shall conclude or stop him: for if a man be disseised, and takes back an Estate from the Disseisor without Deed, or by Deed-poll, this is a Remitter to the Disseisee, &c.

Also, if a man let land for term of life to another, who alieneth to another in fee, and the Alienor make an Estate to the Lessor, this is a Remitter to the Lessor, because his entry was congeable, &c.

Also, if a man be disseised, and the Disseisor let the Land to the Dis-

fait poll, ou sans fait, pur
 terme des ans, per que
 la disseisee entra, cest en-
 tre lest un Remitter a le
 disseiser. Car en tiel case
 lon lentre dun home est
 congeable, et un Lease est
 fait a luy, coment que il
 clama per parolx en pais,
 que il ad estate per force
 de tiel lease, ou dit o-
 verment que il ne clai-
 ma riens en la terre si
 non per force de tiel
 Lease, uncore ceo est un
 Remitter a luy, car tiel
 disclaimer an le pays nest
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 fil declaimer en Court de
 Record que il nad Estate
 forsque per force de tiel
 Lease, et nemy auter-
 ment, donque il est con-
 clude, &c.

Item, si deux Joynte-
 nants seisie de certaine Te-
 nements en Fee, lun este-
 aut de pleine age, lautre
 deins age sont disseises.
 &c. et le disseisor morust
 seisie, et son issue entra lun
 de les Joyntenants esteant
 adonque deins age, et a-
 pres que il vient al pleine
 age, l'heire le Disseisor
 lessa les Tenements a mes-
 mes les Joyntenants pur
 terme de leur deux vies,
 ceo est un remitter (quant
 al moiety) a celui que
 fuit deins age, pur ceo que

seisie by Deed poll, or
 without deed, for term of
 years, by which the dissei-
 see entereh, this entry is
 a Remitter to the dissei-
 see. For in such case
 where the entry of a man
 is congeable, and a Lease
 is made to him, albeit that
 he claimeth by words in
 Pais, that he hath estate
 by force of such Lease, or
 saith openly, That he
 claimeth nothing in the
 Land but by force of such
 Lease; yet this is a Re-
 mitter to him, for that
 such disclaimer in Pais is
 nothing to the purpose.
 But if he disclaim in Court
 of Record, that he hath
 no estate but by force of
 such Lease, and not other-
 wise, then is he concluded,
 &c.

Also, if two Joyntenants
 seised of certain Ten-
 ements in Fee, the one be-
 ing of full age, the other
 within age, be disseised,
 &c. and the Disseisor die
 seised, and his Issue enter,
 the one of the Joyntenants
 being then within age, and
 after that he cometh to
 full age, the Heir of the
 Disseisor letteh the Te-
 nements to the same Joyn-
 tenants for term of their
 two lives, this is a remit-
 ter (as to the moiety) to
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il est seise de cest moietie que affiert a luy en Fee, pur ceo que son entre fuit congeable. Mes l'auter Joyntenant n'ad en l'auter moietie forsque estate pur terme de sa vie, per force de le lease, pur ceo que son entre fuit tolle, &c.

because he is seised of the moiety which belongeth to him in fee, for that his entry was congeable. But the other Joyntenant hath in the other moiety but an estate for terme of his life by force of the lease, because his entry was taken away, &c.

CHAP. XIII.

Of Warranty.

IL est communement dit, Que trois Garranties y sont, s. Garrantie lineal, Garrantie collatéral, et Garrantie que commence per disseisin. Et est a sçavoir, que devant l'estatute de Glouc, tous Garranties queux descendent eux queux sont heires a eux que fesoient les Garranties, fueront barrez a mesmes les heires a demander asens terres ou tenements enconter les Garranties, foreprise l'z Garranties que commencerent per disseisin, car tuel Garrantie ne fuit unque barre al heire, pur ceo que le Garrantie commence per tort, s. per disseisin.

IT is commonly said that there be three Warranties, scil. Warranty Lineall, Warranty Collateral, and Warranty that commence by disseisin. And it is to be understood, that before the Statute of Glouc, all Warranties which descended to them which are heirs to those who made the Warranties, were bars to the same heirs to demand any Lands or Tenements against the Warranties, except the Warranties which commence by disseisin. For such Warranty was no bar to the heir, for that the Warranty commenced by wrong, viz. by disseisin.

Garranty que commence per disseisin est en tel forme, sicome lou il est pier et firs, et le firs purchāse terre, &c. et lessa mesme la terre a son pier pur terme dans, et pier per son fait ent' enfeoffa un autre en fee, et oblige luy et ses heires a Garranty, et le pier deuy, per que le Garranty descendist al firs, ceo Garranty ne barrera my le firs, car nient obstant cel Garrantie le firs poit bien enter la terre, ou aver un assise envers le alienee sil voit, pur ceo que le Garrantie commence per disseisin, car quant le pier que navoit esto forsqe pur terme des ans, fist un feoffement en fee, ceo fuit un disseisin al firs de franktenement que adonque fuit en le firs. En mesme le maner est, si le firs lessa a le pier la terre a tener a volunt, et puis le pier fait un feoffement ove Garrantie, &c. Et si come est dit de pier, issint poit estre dit de c'escun autre auncester, &c. En mesme le maner est, si tenant per Elegit, tenant per statute Merchant, ou tenant per Statute de le Staple fait feoffment en fee ovesque Garrantie, ceo ne barrera my leir que doit aver la terre, pur ceo que issint Garranties

Warranty that commence by disseisin is in this manner, as where there is father and son, and the son purchaseth land, &c. and letteth the same land to his father for term of years, and the Father by his deed thereof enfeoffeth another in fee, and bind him and his heirs to Warranty, and the father dies, whereby the Warranty descendeth to the son, this Warranty shall not bar the son; for notwithstanding this Warranty the son may well enter into the Land, or have an Assise against the Alienee if he will, because the Warranty commenced by disseisin; for when the father which had but an estate for term of years made a feoffment in fee, this was a disseisin to the son of the freehold which then was in the son. In the same manner it is if the son letteth to the father the Land to hold at will, and after the father make a feoffment with Warranty, &c. And as it is said of the father, so it may be said of every other apcestor, &c. In the same manner is it, if Tenant by Elegit, Tenant by Statute Merchant, or Tenant by Statute Staple make a feoffment in Fee with Warranty, this shall

commencerent per disseisin.

Item si Gardein en Chivalrie, ou Gardein en Socage fait un Feoffment en fee, ou en fee taile, ou par term de vie ouesque Garrantie, &c. tiels Garranties ne sont pas barres a les Heirs, as queux les terres seront descendus, par ceo que ils commenee per disseisin.

Item, si le pier et le fis purchase certaine terres ou Tenements, a aver et tener a eux joynment, &c. et puis le pier alien l'entier a un autre, et oblige luy et ses Heirs a Garrantie, &c. et puis le pier de vie, cel Garrantie ne barrera my le fis de le moiety que a luy affiert de les dits terres ou Tenements, par ceo que quant a cel moiety que affiert a le fis, le Garrantie commence per Disseisin, &c.

Item, se A. de B. soit seisie dun mease, et F. de G. que nul droit ad entrer en mesme le mease, clamaunt mesme le mease, a tenera a luy et a ses Heirs, entra en mesme le mease, mes le dit A. de B. adonque est continually demourant en mesme le mease: En cest cas

not bar the heir which ought to have the Land, because such Warranties commence by disseisin.

Also if Gardein in Chivalrie, or Gardein in Socage make a Feoffment in fee, or in fee tail, or for life, with Warranty, &c. such Warranties are not bars to the heirs to whom the Lands shall be descended, because they commence by disseisin.

Also, if Father and Son purchase certain Lands or Tenements, To have and to hold to them jointly, &c. and after the father alien the whole to another, and bind him and his heirs to Warranty, &c. and after the father dieth, this Warranty shall not bar the son of the moiety that belongs to him of the said Lands or Tenements, because as to that moiety which belongs to the son, the Warranty commences by disseisin, &c.

Also, if A. of B. be seised of a Mese, and F. of G. that no right hath to enter into the same Mese, claiming the said Mese to hold to him and to his Heirs, entred into the said Mese, but the same A. of B. is then continually abiding in the same Mese. In this Case

la possession de franktenement serra tout temps adjudge en A. de B. et nemy en F. de G. pur ceo que en tel case l'un d'eux sont en un mease, ou auters Tenements, et l'un clama per l'un Title, et l'auter per l'auter Title, la ley adjudgera a celui en possession que ad droit d'aver la possession de mesmes les Tenements. Mes si en le case avant dit, le dit F. de G. fait un Feoffment a certain Barretors et Extortioners en le pais, pur maintenance de eux aver, de mesme le mease per un fait de Feoffment ove garrantie, per force de quel le dit A. de B. ne oset pas demurrer en le mease, mais hors de le mease, cest Garrantie commence per Disseisin; pur ceo que tel Feoffment fuit la case que le dit A. de B. relinquist le possession de mesme le mease.

Item, si homo que nul droit ad d'entrer en auters Tenements, entra en mesmes les tenements, et incontinent en fait un feoffment as auters per son fait ove Garrantie, et deliver a eux seisin, cel Garrantie commence per disseisin, pur ceo que le disseisin et le feoffment fueront faits quasi uno tempore. Et

the possession of the Freehold shal be always adjudged in A. of B. and not in F. of G. because in such Case where two be in one House or other Tenements, and the one claimeth by one Title, and the other by another Title, the Law shall adjudge him in possession that hath right to have the possession of the same Tenements. But if in the case aforesaid the said F. of G. make a feoffment to certain Barretors and Extortioners in the Countrey, to have maintenance from them of the said house, by a Deed of feoffment with Warranty, by force whereof of the said A. of B. dare not abide in the House, but goeth out of the same, this Warranty commenceth by disseisin, because such Feoffment was the cause that the said A. of B. relinquished the possession of the same House.

Also, if a man which hath no right to enter into other tenements enter into the same tenements and incontinently make a Feoffment thereof to others by his deed with Warranty and deliver to them seisin, this Warranty commenceth by disseisin, because the disseisin and feoffment were made as it were at

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en un brieve de Formedon
en le reverter.

Garrantie lineal est, l'ou
home seise de terres en fee,
fait feoffement per son fait
a un auter, et oblige luy
et ses heires a Garrantie,
et ad issue et morist, et le
garrantie descendist a son
issue, ceo est lineal Gar-
rantie. Et la cause pur
ceo que est dit lineal Gar-
rantie, nest pur ceo que le
Garrantie descendist de le
pier a son heire, mes la
cause est pur ceo que si nul
tiel fait ove Garrantie fu-
issoit fait per le pier, don-
que le droit de les tene-
ments descenderoit al heir,
et l'heire conveyeroit le
descent de son pier, &c.

Car si soit pier et fits,
et le fits purchase terres en
fee, et le pier de ceo dissei-
nist son fits, et aliena a un
auter en fee per son fait:
et per mesme le fait oblige
luy et ses heires a Garrantie
mesmes les tenements,
&c. et le pier morist,
ore est le fits barre d'aver
les dits tenements, ear il
ne poit per ascunsuit, ne
per auter mean de la ley,
aver mesmes les terres per
cause del dit Garrantie:
et ceo est un collateral

one time. And that this is
Law, you may see in a plea,
M. 11. E. 3. in a Writ of
Formedon in the reverter.

Warranty lineal is,
where a man seised of lands
in fee, maketh a feoff-
ment by his deed to ano-
ther, and binds himself
and his heirs to Warranty,
and hath issue and die, and
the Warranty descend to
his issue, this is a lineal
Warranty. And the cause
why this is called lineal
Warranty, is, not because
the Warranty descendeth
from the father to his heir;
but the cause is, for that
if no such deed with War-
ranty had been made by
the father, then the right
of the Tenements should
descend to the heir, and the
heir should convey the de-
scend from his father, &c.

For if there be Father
and Son, and the Son pur-
chase Lands in fee, and
the Father of this disseiseth
his Son, and alieneth to
another in fee by his deed,
and by the same deed binde
him and his heirs to War-
rant the same Tenements,
&c. and the father dieth;
now is the son barred to
have the said Tenements;
for he cannot by any suit,
nor by other mean of Law,
have the same Lands by
cause of the said Warrant-

Gar-

Garrantie, et uncore le Garrantie descendist linealment de le pier a le fis.

Mes, pur ceo que si nul tiel fait ove Garrantie n'est fait, le fis en nul maner pouvoit conveyer le Title que'il ad a les Tenements de son pier navoit aucun estate en droit en les Tenements, pur ceo tiel Garrantie est appel collateral Garrantie, entant que celui que fist le Garrantie est collateral a le Title de les Tenements, et ceo est tant adire que cestuy a que le Garrantie descendist, ne pouvoit a luy conveyer le Title que'il ad en les Tenements per my cestuy que fist le Garrantie, en cas que nul tiel Garrantie fust fait.

Item, si soit aiel, pier, et fis, et le aiel soit disseis, en que possession le pier releas per son fait ove Garrantie, &c. et morust, et puis lai el morust, ore le fis est barre daver les tenements per le Garrantie del pier. Et ceo est appel lineal Garrantie, pur ceo que si nul tiel Garrantie fust, le fis ne pouvoit conveyer le droit de les Tenements a luy, ne monstre

ty. And this is a collateral Warranty, and yet the Warranty descendeth lineally from the Father to the Son.

But, because if no such Deed with Warranty had been made, the Son in no manner could convey the Title which he hath to the Tenements from his father unto him, in as much as his father had no estate in the right in the Lands, wherefore such Warranty is called Collateral Warranty, in as much as he that maketh the Warranty is collateral to the Title of the Tenements, and this is as much to say, as he to whom the Warranty descendeth, could not convey to him the Title which he hath in the Tenements by him that made the Warranty, in case that no such Warranty were made.

Also, if there be Grandfather, Father and Son, and the Grandfather is disseised, in whose possession the Father releaseth by his deed with Warranty, &c. and dieth, and after the Grandfather dieth, now the son is barred to have the Tenements by the Warranty of the Father. And this is called a lineal Warranty, because if no such Warranty were, the

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*Item, si home ad issue
deux firs et est disseise, et
leigne firs releffa al dissei-
sor per son fait ove Gar-
ranty, &c. et morust sans
issue, et apres ceo le Pier
morust, ceo est un lineal
Garrantie al puisne firs,
pur ceo que coment que
leigne firs morust en la
vie le Pier, uncore pur ceo
que per possibilitie, il pu-
issoit estre que il puissoit
conveyer a luy le title del
terre per son eigne fiere, si
nul tiel Garrantie fuissoit.
Car il puissoit estre que
apres la mort le pier, eigne
frere entroit en les Tene-
ments et morust sans issue,
et donque le puisne firs
conveyra a luy title per
leigne firs. Mes en tiel cas,
si le puisne firs releffa ove
Garrantie a le Disseisor, et
morust sans issue, ceo est un
Collateral Garrantie al
eigne firs, pur ceo que de
tiel terre que fuit al Pier,
leigne per nul possibilitie
poit conveyer a luy le title
per meane de le puisne firs.*

son could not convey the
right of the Tenements to
him, nor shew how he is
Heir to the Grandfather
but by means of the Fa-
ther.

Also, if a man hath is-
sue two Sons, and is dissei-
sed, and the eldest son re-
lease to the Disseisor by his
deed with Warranty, &c. and
dies without issue, and
afterwards the father di-
eth, this is a lineal War-
ranty to the younger Son,
albeit the eldest Son died
in the life of the Father,
yet by possibility it might
have been, that he might
convey to him the title of
the Land by his elder Bro-
ther, if no such Warranty
had been. For it might be,
that after the death of the
Father the elder Brother
entred into the Tenements
and died without issue, and
then the younger Son shall
convey to him the title by
the elder son. But in this
case, if the younger son
releaseth Warranty to the
disseisor, and dieth with-
out issue, this is a Col-
lateral Warranty to the
elder son, becaute that of
such lands as was the fa-
thers, the elder by no
possibility can convey to
him the Title by means
of the younger Son,

Item, si Tenant en le Taile ad issue trois firs, et discontinue le Taile en fee, et le mulnes firs telessa per son fait al Discontinuee, et oblige luy a ses beirs a Garrantie, &c. et puis le Tenant en le Taile morast, et le mulnes firs morast sans issue, ore leigne firs est barre daver ascun recovery per brieve de Formedon, pur ceo que le Garrantie del mulnes frere est collateral a luy, entant que il ne poit per nul maner conveyer a luy per force del Taile ascun descent per le mulnes, et pur ceo est un collateral Garrantie. Mes en cest Cas si leigne firs devie sans issue, ore le puisne frere poit bien aver un brieve de Formedon en le descendre, et recoversa mesme le terre, pur ceo que le Garrantie del mulnes est lineal al firs puisne, pur ceo que il puissoit estre que per possibilitie le mulnes puissoit estre seise per force del tail apres la mort son eigne Frere, et donque le puisne frere puissoit conveyer son title de Descent per le mulnes.

Item, si Tenant en Taile discontinue l' Taile et ad issue et devie, et l' Uncle

Also, if Tenant in Taile hath issue three sons, and discontinue the Taile in fee, and the middle son release by his deed to the discontinuee, and bind him and his heirs to Warranty, &c. and after the tenant in taile dieth, and the middle son dieth without issue, now the eldest son is barred to have any recovery by Writ of Formedon, because the Warranty of the middle brother is collateral to him, in as much as he can by no means convey to him by force of the Taile any Descent by the middle, and therefore this is a collateral Warranty. But in this Case if the eldest son die without issue, now the youngest brother may well have a Writ of Formedon in the descender and shall recover the same land, because the Warranty of the middle is lineal to the youngest son, for that it might be that by possibility the middle might be seised by force of the Tail after the death of his eldest brother, and the youngest brother might convey his title of descent by the middle brother.

Also, if Tenant in Tail discontinue the Tail and hath issue and dieth, and

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*del issue releffa al discontinu-
nuee ove Garrantie, &c.
et morust sans issue, ceo est
collateral Garrantie al is-
sue en tail pur ceo que le
Garrantie descendist sur
l'issue, le quel ne poit soy
conveyer a le tail per mean
de son Uncle.*

*Item, si le Tenant en
Taille ad Issue deux files
et morust, et laigne entra
en le entierey et ent fait un
feoffment en fee ave Gar-
rantie, &c. et puis leigne
file morust sans issue: en cest
cas le puisne file est barre
quant al un moiety, et
quant al auter moiety, el
nest pas barre. Car quant
a la moiety que affiert a le
puisne file el est barre, par
ceo que quant a cel part el
ne poit conveyer descent
per my le maine de son
eigne soer, et pur ceo
quant a cel moiety, ceo est
un collateral Garrantie.
Mes quant al auter moiety
que affiert a son eigne soer,
le Garrantie nest pas barre
a le puisne soer, pur ceo
que el poit conveyer son
discent, quant a cel moi-
ety que affiert a son eigne
soer per mesme le eigne so-
er, issint quant a cest moi-
ety que affiert al eigne so-
er le Garrantie est lineal.*

the Uncle of the issue re-
lease to the Discontinuee
with Warranty, &c. and
dieth without issue, this is
collateral Warranty to
the issue in Tail, because
the Warranty descendeth
upon the issue that cannot
convey himself to the
entail by means of his
Uncle.

Also, if the Tenant in
Tail hath issue two daugh-
ters and dieth, and the el-
der entereth into the whole,
and thereof maketh a feoff-
ment in fee with Warran-
ty, &c. and after the elder
daughter dieth without is-
sue: In this case the youn-
ger daughter is barred as
to the one moiety, & as to
the other moiety she is not
barred: For as to the moi-
ety which belongeth in the
younger daughter, she is
barred, because as to this
part she cannot convey the
discent by means of her el-
dest sister, and therefore
as to this moiety, this is a
collateral Warranty. But
as to the other moiety,
which belongeth to her el-
der sister, the Warranty is
no bar to the younger si-
ster, because she may con-
vey her discent as to that
moiety which belongeth
to her elder sister by the
same eldest sister, so as

al puisne soer.

Et nota que quant a celuy que demanda fee simple per ascun de ses auncesters, il serra barre per Garrantie lineal que descendist sur luy, si non que soit restraine per ascun estatute.

Mes il que demande fee Taile per brieve de Formedon en discender, ne serra my barre per lineal Garrantie, si non que il ad Assets per discent en fee simple per mesme launcester que fist le Garrantie. Mes collateral Garrantie est barre a celuy que demanda fee, et auxy a celuy que demanda fee taile sans ascun auter discent de fee simple, si non en cases queux sont restraines per les Estatutes, et auters cases pur certaine causes, come serra dit en apres.

Item, si terre soit done a un home et a les heires de son corps engendres, le quel prent feme, et ont issue firs enter eux, et le baron discontinua le taile en fee, et devie, et puis la feme releffa al discontinuee en fee ove Garrantie, &c. et morust, et le Garrantie descendist a les firs, ceo est

to this moiety which belongeth to the elder sister, the Warranty is lineal to the younger sister.

And note, that as to him that demandeth fee simple by any of his Ancestors, he shall be barred by Warranty lineal which descendeth upon him, unless he be restrained by some Statute,

But he that demandeth Fee Tail by Writ of Formedon in discender, shall not be barred by lineal Warranty, unless he hath Assets by discent in Fee simple by the same Ancestor that made the Warranty. But collateral Warranty is a barre to him that demandeth fee, and also to him that demandeth Fee Tail without any other discent of Fee Simple, except in cases which are restrained by the Statutes, and in other cases for certain causes, as shall be said hereafter.

Also, if land be given to a man and to the heirs of his body begotten, who taketh wife, and have issue a son between them, and the husband discontinues the tail in fee and dieth, and after the wife releaseth to the discontinuee in fee with Warranty, &c. and dieth, and the War-

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Mes si Tenements soyent dones a le baron et a sa feme, et a les Heirs de leur deux corps engendres, queux ont issue fils, et le baron discontinue le taile et morust, et puis la Feme releffa oue Garrantie et morust, cest Garrantie nest forsque un lineal Garrantie a le fils: Car le fils ne serra barre en ces cas de suer son breife de Formedon, sinon que il ad assents per discent en Fee simple per sa mere, pur ceo que leur Dissue en Brieife de Formedon covient conveyer a luy le droit come heire a son pere et a sa mere de leur deux corps engendres, per forme del done, et issint en tiel case, le Garrantie de le Pere, et l'Garrantie de la mere sont forsque lineal Garrantie al heire, &c.

Et nota que en chescun cas ou home demanda Tenements en fee Taile per Brieife de Formedon, si aucun del issue en le Taile que avoit possession ou que navoit aucun possession fait un Garrantie, &c. si ce luy que fust le Brieife de Formedon puissoit per aucun possibilty per matter

warranty descends to the son, this is a collateral Warranty.

But if lands be given to the husband and wife, and to the heirs of their two bodies begotten, who have issue a son, and the husband discontinue the tail and die, and after the wife release with Warranty and die, this Warranty is but a lineal Warranty to the Son. For the Son shall not be barred in this case to sue his Writ of Formedon, unless he hath Ancestors by descent in fee simple by his Mother, because their issue in the Writ of Formedon ought to convey to him the right as heir to his Father and Mother of their two bodies begotten, *Per formam domini*, and so in this case the Warranty of the Mother are but lineal Warranty to the heir, &c.

And note, That in every case where a man demandeth lands in fee tail by Writ of Formedon, if any of the issue in tail that hath possession, or that hath not possession, make a Warranty, &c. if he which sueth the Writ of Formedon might by any possibilty by matter which

que pouvoit estre en fait, conveyer a luy per my ce luy que fist le Garrantie per forme del done, ceo est un lineal Garrantie, et ne my collateral.

Item, si home ad issue trou fits, et il dona Terre al eigne fits, a aver et tener a luy et a les Heirs de son corps engendres, et par default de tiel Issue, le remainder al mulnes fits, a luy, et a les Heirs de son corps engendres, et par default de tiel issue del mulnes, le remainder al puisne fits et les heirs de son corps engendres, en cest cas si l'eigne discontinua la Taile en fee, et oblige luy et ses Heirs a Garrantie, et morust sans issue, ceo est un collateral Garrantie al mulnes fits, et serra barre a demander mesme la Terre per force del remainder, pur ceo que le remainder est son tite, et son eigne frere est collateral a cel tite, que commence per force del remainder. Et mesme le maner est, si le mulnes fits avoit mesme la Terre per force del remainder pur ceo que son eigne frere ne fist aucun discontinuance, mes morust sans issue de son corps, et puis le mulnes fait un discontinuance o de Garrantie, &c.

might be in fait, convey to him, by him that made the Warranty Per form^d doni, this is lineal Warranty and not collateral.

Also, if a man hath Issue three Sons and giveth land to the eldest Son, To have and to hold to him and to the heirs of his body begotten, and for default of such issue, the remainder to the middle Son, to him and to the heirs of his body begotten, and for default of such issue of the middle Son, the remainder to the youngest Son and to the heirs of his body begotten; in this case, if the eldest discontinue in tail in fee, and bind him and his heirs to Warranty, and dieth without issue, this is a collateral Warranty to the middle Son, and shall be a bar to demand the same land by force of the remainder, for the remainder is his title, and his elder brother is collateral to this title which commeth by force of the remainder. In the same manner it is, if the middle Son hath the same land by force of the remainder, because his eldest Brother made no discontinuance, but died without issue of his body, and after the

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et morust sans issue, ceo est un collateral Garrantie a le puisne fits. Est auxy en cest case si ascun de les dits fits soit disseise, et l' pere que fist le done, &c. releassa a le disseisor tout son droit ove Garrantie, ceo est un collateral Garrantie a celuy fits sur que le Garrantie descendest, Causa qua supra.

Et sic Nota, Que lou home que est collateral a le Title, et ceo release ove Garrantie, &c. ceo est un collateral Garrantie.

Item, Pier dona Terre a son eigne fits, a aver et tenant a luy, et a les heirs Malei de son corps engendres, le Remainder a le second fits, &c. si leigne fits alienast en fee ove que Garrantie, &c. et ad issue female, et morust sans issue male, ceo nest pas collateral Garrantie al second fits, car il ne serra barre de son action de Formedon en le remainder, pur ceo que le Garrantie descendist al file del eigne fits, et nemy al second fits. Car chescun Garrantie que descendist, descendist a celuy que est heire a luy que fist le Gar-

middle make a discontinuance with Warranty, &c. and dieth without issue, this is a collateral Warranty to the youngest Son. And also in this case, if any of the said Sons be disseised, and the father that made the gift, &c. releaseth to the disseisor all his right with Warranty, this is a collateral Warranty to that Son upon whom the Warranty descendeth, Causa qua supra.

And so Note, that where a man that is collateral to the Title, and releaseth this with Warranty, &c. this is a collateral Warranty.

Also, if a father giveth land to his eldest Son, To have and to hold to him and to the heirs males of his body begotten, the remainder to the second Son, &c. if the eldest Son alieneth in fee with Warranty, &c. and hath issue female, and dieth without issue male, this is no collateral Warranty to the second Son, for he shall not be barred of his action of Formedon in the remainder, becaule the Warranty descended to the daughter of the elder Son, and not to the second Son: for every Warranty which descends, descendeth to him

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*rantie per le Common
Ley.*

*Nota, si terre soit done
a un home, et a les heires
males de son corps engen-
dres, et pur default de
ziel Issue, le Remainder
ent a ses heires females de
son corps engendres, et
puis le donee en le taillo
fait feoffment in fee oves-
que Garrantie accordant,
et ad issue firs et file et
morust, cel Garrantie nest
forsque lineal Garrantie a
le firs a demaunder per
brieſe de Formedon en le
discender, et auxy il nest
forsque lineal a le file, a
demander mesme la terre
per brieſe de Formedon en
le remainder, si non frere
deviaſt sans issue male, pur
ceo que el claime come
heire female de le corps
son pere engendres. Mes
en cest cas, si son frere en
sa vie releaſt al Discon-
tinuee, &c. ove Garran-
tie, &c. et pur morust
sauns issue, ceo est un col-
lateral Garrantie a le file,
pur ceo que el ne poiz con-
veyer a luy le droit que el
ad per force de le remain-
der per ascun mean de dis-
cent per son frere, pur ceo
que le frere est collateral a
le title sa soer, & pur ceo
squ Garrantie est collate-
ral, &c.*

that is heir to him that
made the Warranty by the
Common Law.

Note, if Land be given
to a man and to the heirs
males of his body begot-
ten, and for default of
such Issue the Remainder
thereof to his Heirs Fe-
males of his body begot-
ten, and after the donee
in taile maketh a feoffment
in Fee, with Warranty ac-
cordingly, and hath issue
a son and a daughter and
dieth, this Warranty is
but a lineal Warranty to
the son to demand by a
Writ of Formedon in the
descender; and also it is
but lineal to the daughter
to demand the same Land
by a Writ of Formedon in
the remainder, unlesse the
brother dieth without issue
male, because she claimeth
as heir female of the body
of her father ingendred. But
in this case, if her brother
in his life releaſe to the dis-
continuee, &c. with waran-
ty, &c. & after dieth with-
out issue, this is a collate-
ral warranty to the daugh-
ter, because she cannot con-
vey to her the right which
she hath by force of the re-
mainder by any means of
descent by her brother, for
that the brother is collate-
teral to the title of his si-
ster, and therefore his war-
ranty is collateral. *Item*

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Item, ieo ay oye dire que en temps le Roy Richard le second, il y fuit un Justice del Common Banke, demarrant en Kent, appel Richel, que avoit issue divers firs, et son entent fuit, que son eigne firs a-veroit certaine terres et tenements a luy, et a les heirs de son Corps engendres, et par default d'issue, le remainder a le second firs, &c. et issint a l'ieree firs, &c. et par ceo que il voilè que nul de ses firs alieneroit, ou ferroit Garrantie par barrer ou lesder les auters queux ser-ront en le remainder, &c. il fist faire tiel Indenture, a tiel effect, cest ascavoir, que les terres et tenements fueront dones a son eigne firs sur tiel condition que si leigne firs aliena en fee, ou en fee taile, &c. ou si aucun de ses firs alienast, &c. que adonque lour estate cessera, et serroit void, et que atonque mesme les terres et tenements immediate remainderont a le second firs, et a les Heires de son corps engendres, &c. sic ultra, l'remainder as auters de ses firs, et livery de sesfin fuit fait accordant.

Mes il semble per reason, que tous tiels re-

Also, I have heard say, that in the time of King Richard the second, there was a Justice of the Common Pleas, dwelling in Kent, called Richel, who had issue divers sons, and his intent was, that his eldest son should have certain lands and tenements to him and to the heirs of his body begotten, and for default of issue, the remainder to the second son, &c. and so to the third son, &c. and because he would that none of his sonnes should alien or make Warranty to bar or hurt the others that should be in the remainder, &c. he causeth an indenture to be made to this effect, viz. That the Lands and Tenements were given to his eldest son upon such condition, that if the eldest son alien in fee, or in fee tail, &c. or if any of his sons alien, &c. that then their estate should cease and be void, and that then the same lands and tenements immediately should remain to the second son, and to the heirs of his body begotten, &c. sic ultra, the remainder to his other sons, and livery of seisin was made accordingly.

But it seemeth by reason, that all such remainders in
main-

remainders en la forme avantsdit sont voides et de nul value, et ceo pur trois causes. Un cause est; pur ceo que chescun remainder que commence pur un fait, il covient que le remainder soit en luy a que l'remainder est Taile per force de mesme le fait, avant livery de seisin est fait a luy que avera le franktenement, car en tiel case le naissance et le estre de le remainder est per le livery de seisin a celuy que avera le franktenement, et tiel remainder ne fuit al second fitt, al temps de livery de seisin en le cas avantsdit, &c.

Le second cause est, si le primer fitt alienast les tenements en fee, adonques est le franktenement, et la fee simple en l'alienee, et en nul autre, et si le donour avoit ascun reversion, per tiel alienation le reversion est discontinuee, donques coment per ascun reason poit ceo estre, que tiel remaindera commencera son estase, a son naissance immediate apres tiel alienation fait a un estrange, que ad per mesme l'alienation franktenement, et fee simple, &c. Et auxy si tiel remainder serroit bone, adonques purroit il enter

the form aforesaid are void and of no value, and that for three causes. One cause is, for that every remainder which beginneth by a Deed, it behoveth that the remainder be in him to whom the remainder is entailed by force of the same Deed, before the livery of seisin is made to him which shall have the freehold, for in such case the growing and the being of the Remainder is by the Livery of seisin to him that shall have the freehold, and such remainder was not to the second son at the time of the Livery of seisin in the case aforesaid, &c.

The second cause is, if the first son alien. the Tenements in fee, then is the freehold and the fee simple in the Alienee, and in none other, and if the Donor had any Reversion, by such alienation, the Reversion is discontinued, then how by any reason may it be, that such remainder shall commence his being and his growing immediately after such alienation made to a stranger, that hath by the same alienation a freehold and fee simple, &c. And also if such remainder should be good, then might he enter upon

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sur l'alienee, lou il n'avoit
aucun manner de droit a-
vant l'alienation, que serra
inconvenient.

La tierce cause est, quand
la condition est tiel, que si
leigne fits alienast, &c.
que son estate cessara on
ferroit void, &c. donques
apres tiel alienation, &c.
poit le donor enter per force
de tiel condition, come il
semble, et issint le Donor
ou ses heirs en tiel case
doient plus tost aver la
terre que le second fits, que
navoit aucun droit devant
tiel alienation et issint il
semble que tiels remain-
ders en le cas avandit
sont voides.

Item, a le Common Ley
devant lestature de Glou-
cester, si Tenant per le
Curtesie ust alien en fee
ovesque Garrantie, apres
son decease ceo fuit un bar
al Heire, sicome apiert per
les parols de mesme lesta-
ture: mes il est remedy
per mesme lestature que le
Garrantie de le Tenant per
le Curtesie ne serra my bar
al heire, sinon que il y ad
assets per discent per le
Tenant per le Curtesie, car
devant le dit estatute, ceo
fuit un Collateral Garran-
tit al heire, pur ceo que il
ne puissoit conveyer aucun
title de Discent a les tene-
ments per le Tenant per le

the Alienee, where he had
no manner of right before
the alienation, which
should be inconvenient.

The third cause is, when
the Condition is such, that
if the elder son alien, &c.
that his estate shall cease
or be void, &c. then after
such alienation, &c. may
the Donor enter by force
of such Condition, as it
seemeth, and so the Donor
or his heirs in such case
ought sooner to have the
land then the second son,
that had not any right be-
fore such alienation; and
so it seemeth that such re-
mainders in the case afore-
said are void.

Also, at the Common
Law before the Statute of
Gloucester, if Tenant by
the Courtesie had aliened
in fee with Warranty, af-
ter his decease this was a
bar to the Heir, as it ap-
peareth by the words of
the same Statute: but it is
remedied by the same Sta-
tute, That the Warranty
of the Tenant by the
Courtesie shall be no bar
to the Heir, unlesse that
he hath assents by discent
by the Tenant, by the
Courtesie; for before the
said Statute this was a Col-
lateral Warranty to the
heir, for that he could not
convey any title of Discent
Curtesie,

Curtesie, mes tantselement per sa mere, on auters de ses Ancestors, et ceo est la cause pur que il fust Collateral Garrantie.

Mes si home inherite prent Feme, les quex ont fits enter eux, et le pier devie, et le fits entra en la Terre, et endowa sa mere, et puis le mere alien ceo que el ad en sa Dower, a un auter en fee ove Garrantie accordant, et puis morust, et le Garrantie descendist a le fits, ore le fits serra barre a demaunder mesme la terre per cause de la dit Garrantie, pur ceo que niel Collateral Garrantie de Tenant en Dower nest pas remedié per ascun Estatute. Mesme la Ley est, lou Tenant a terme de vie fait un Alienation ovesque Garrantie, &c. et morust, et le Garrantie descendist a celui que avoit le Reversion ou le Remainder ils seront barres per niel Garrantie.

Item, en le dit Case, si issint fuit que quand le Tenant en Dower alienast, &c. son heir fuit, deins age, et auxy al Temps que le Garrantie descendist sur

to the tenements by the Tenant by the Curtesie, but only by his mother, or other of his Ancestors, and this is the cause why it was a Collateral Warranty.

But if a man Inheritor taketh a Wite, who have issue a son between them, and the Father dieth, and the son entreth into the Land, and endow his mother, and after the mother alienateth that which she hath in Dower to another in fee with Warranty accordant, and after dieth, and the Warranty descendeth to the son, now the son shall be barred to demand the same Land because of the said Warranty, because that such collateral Warranty of Tenant in Dower is not remedied by any Statute. The same Law is it, where Tenant for life maketh an alienation with Warranty, &c. and dieth, and the Warranty descendeth to him which hath the Reversion or the Remainder, they shall be barred by such Warranty.

Also, in the Case aforesaid, if it were so that when the Tenant in Dower aliened, &c. his heir was within age, and also at the time that the Warranty

luy,

luy, il fuit deins age, en cest cas l'heir poit apres enter sur l'alienee, nient contristeant le Garranty descendist, &c. per ceo que nul lacheffe serra adjudg' en l'heire deins age que il nentra pas sur l'alienee en la vie le tenant en dower. Mes si l'heire fuit deins age al Temps del alienation, &c. et puis il devient al pleine age en la vie de le Tenant en Dower, et issint esteant de le pleine age, il nentra pas sur l'alienee en la vie de le Tenant en Dower, et puis le Tenant en Dower morust, &c. la peradventure l'heire serra barre per tiel Garranty, pur ceo que il serra resté sa folle, que il esteant de pleine age, ne entre pas en la vie de le Tenant en Dower, &c.

Mes ore per lestatute fait 11 H. 7. cap. 10. il est ordeine, si aucun feme discontinue, alien, release, ou confirme oye Garrantie aucun terres ou Tenements que el tient en Dower pur terme de vie, ou en taile del done sa primer baron, ou de ses Ancestors, ou del done dascun autre seise al use le primer baron, ou de ses Ancestors, que tous

descended upon him he was within age; In this case the Heir may after enter upon the alienee, notwithstanding the Warranty descended, &c. because no Lacheffe shall be adjudged in the heir within age, that he did not enter upon the alienee in the life of Tenant in Dower. But if the Heir were within age at the time of the alienation, &c. and after he cometh to full age in the life of Tenant in Dower, and so being of full age he doth not enter upon the Alienee in the life of Tenant in Dower, and after the Tenant in Dower dieth, &c. there peradventure the Heir shall be barred by such Warranty, because it shall be accounted his folly, that he being of full age did not enter in the life of Tenant in Dower, &c.

But now by the Statute made 11 H. 7. cap. 10. it is ordained, if any woman discontinue, alien, release or confirm with Warranty any Lands or Tenements which the holder in Dower for term of life, or in tail of the gift of her first husband, or of his Ancestors, or of the gift of any other seised to the use of the first husband, or of

ziels Garranties, &c. seront voides, et que bien liroit a cestuy que avoit ceuz terres ou Tenements apres la mort de mesme la feme d'entrer,

Item, il est parle en le fine de le dit estatute de Gloucest. que parle del alienation ouesque Garrantie fait per le Tenant per l' Curtesie en cest forme. Ensement, en mesme le maner ne soit l' heir la feme apres la mort le pere et le mere barre d' action, si l' demanda l' heritage ou l' mariage, sa mere per Briefe Dentre, que son pere aliena en temps sa mere, dant nul fine est levy en la Court le Roy: et issint per force de mesme estatute, si le baron del feme aliena le heritage, ou mariage sa feme en fee ou we Garrantie, &c. per son fait en pays, ceo est clere Ley, que cest Garrantie n' battera my l' heir, sinon q; il ad Assess per discent.

Mes le dout est, si le baron alienast l' heritage sa feme, per fine levy en la Court le Roy ouesque Garrantie, &c. si ceo barrera l' heir, sans aucun discent

of his Ancestors, that all such Warranties, &c. shall be void, and that it shall be lawfull for him which hath these Lands or Tenements after the death of the same woman to enter.

Also, it is spoken in the end of the said Statute of Glouc. which speaketh of the alienation with Warranty, made by the Tenant by the Curtesie in this form. Also, in the same manner, the heir of the woman after the death of the Father and Mother shall not be barred of Action, if he demandeth the heritage or the marriage of his Mother by Writ of Entry, that his Father aliened in his Mothers time, whereof no fine is levied in the Kings Court. And so by force of the same statute, if the Husband of the Wife alien the heritage or marriage of his wife in fee with Warranty, &c. by his deed in the Country, it is clear Law, that this Warranty shall not bar the heir, unless he hath assets by discent.

But the doubt is, if the husband alien the heritage of his Wife by fine levied in the Kings Court with Warranty, &c. if this shall barre the heir without any

en value. Et quant a' ceo
 jeo voile icy dire certaine
 raisons que jeo ay oye dit
 en cest matter. Jeo ay oye
 mon Master S. Richard
 Newton, iades chiefe Ju-
 stice de Common Banke,
 dire un foiz en mesme le
 Banke, que tiel Garrantie
 que le Baron fait per fine
 levie en le Court le Roy
 barrera l'heire, coment que
 il ad riens per discent, pur
 ceo que lestatute dit (dont
 nul fine est levie en le
 Court le Roy) et issint
 per son opinion cel Gar-
 rantie per fine demurs un-
 core un collateral Gar-
 rantie, come il fuit a le
 Common Ley, nient reme-
 dy per le dit estatute pur
 ceo que le dit estatute ex-
 cept alienations per fine
 ove Garrantie.

Et ascuns auters ont
 dit, et uncore dient le
 contrarie, et ceo est leur
 proove, que le come per
 mesme le Chapitre de dit
 estatute il est ordeins, que
 le Garrantie le Tenant
 per le curtesie ne serra. my
 barre al heire, sinon que il
 ad assets per discent, &c.
 coment que le Tenant per
 le curtesie levie un fine de
 mesmes les Tenements ove-
 que Garrantie, &c.
 auxi fortment come il
 poit faire uncore cel Gar-
 rantie. ne barra my l'heir,

discent in value. And as
 to this I will here tell cer-
 tain reasons, which I have
 heard say in this matter. I
 have heard my Master Sir
 Richard Newton, late Chief
 Justice of the Common-
 Pleas, once say in the same
 Court, that such Warranty
 as the husband maketh by
 fine levied in the Kings
 Court, shall bar the heir,
 albeit he hath nothing by
 discent, because the Sta-
 tute saith, (whereof no
 fine is levied in the Kings
 Court) and so by his
 opinion this Warranty by
 fine remaineth, yet a col-
 lateral Warranty as it was
 at the Common Law not
 remedied by the said Sta-
 tute, because the said Sta-
 tute excepteth alienations
 by fine with Warranty.

And some others have
 said, and yet do say the
 contrary, and this is their
 proof, that as by the same
 Chapter of the said Sta-
 tute it is ordained, that the
 Warrantie of the Tenant
 by the curtesie shall be no
 bar to the heir, unlesse
 that he hath Assets by dis-
 cent, &c. although the Te-
 nant by the curtesie levy
 a fine of the same Tene-
 ments with Warranty, &c.
 as strongly as he can, yet
 this Warranty shall not
 bar the heir unlesse that he

M m 2 *finon*

finon que il ad assers per
descend, &c. Et jeo oroy
que ceo est Ley; et pur ceo
ils dient, que serroit in-
convenient descendre le
statute en tiel forme, que
un home que nad riens
forsque en droit sa feme
purroit per fine levie per
luy de mesmes les Tene-
ments queux il ad forsque
en droit sa feme ove Gar-
rantie, &c. barre l'heire
de mesmes les Tenements
sans ascun descend de fee
simple, &c. lou le Te-
nant per le courtesie ceo ne
poit faire:

Mes il ont dit que le
Statute serra entend selon-
que cel forme, s. lon le Sta-
tute dit, dont nul fine est
levie en Court le Roy, ceo
est adire, dont nul loial
fine est droituellement levie
en la Court le Roy, &
ceo est dont nul fine de
le baron et sa feme soit
levie en le Court le Roy,
car al temps de le fesans
del dit estatute, chescun
estate de terros ou Tene-
ments que ascun home ou
feme avoit, que descende-
roit a son heire, fait fee
simple sans condition, ou
sur certaine condicions en
fait, ou en Ley. Et pur ceo
que adonques tiel fine poit
droituellement estre levie
per le baron et sa feme,
et les heires le baron gar-

hath by Assers by descend,
&c. And I believe that
this is Law; and there-
fore they say, that it
should be inconvenient to
intend the Statute in such
manner, as a man that
hath nothing but in right
of his Wife might by fine
levied by him of the same
Tenements which he hath
but in right of his Wife
with Warranty, &c. bar
the heir of the same Tene-
ments without any descend
of Fee simple, &c. where
the Tenant by the courtesie
cannot do this.

But they have said that
the Statute shall be inten-
ded after this manner, s.
where the Statute saith,
whereof no fine is levied in
the Kings Court, that is to
say, whereof no lawfull
fine is rightfully levied in
the Kings Court: And
that is, whereof no fine of
the husband and his wife
is levied in the Kings
Court; for at the time of
the making the said Sta-
tute, every estate of Lands
or Tenements that any
man or woman had which
should descend to his heir,
was fee simple without
condition, or upon certain
conditions in deed or in
Law. And because that
then such fine might right-
fully be levied by the hus-
ranneront,

vanteront, &c. tiel Gar-
rantie barrera l'heire, et
issint ils dient que cest
entendement de lestatute,
car si le baron et sa feme
fieront un feoffment en fee
per fait en pais, son heire
apres le decease le baron
et sa feme avera Brieife
Dentre sur Cui in vita,
&c. nient obstant le Gar-
rantie de le baron, dunque
si nul tiel exception fuit
fait en lestatute de le fine
levie, &c. dunque l'heire
aueroit le brieife dentre,
&c. nient obstant le fine
levie per le baron et sa fe-
me, pur ceo que les parolx
de lestatute devant l'excep-
tion de fine levie, &c.
sont generals, &c. cest
ascavoir que l'heire la
feme apres le mort le pere
et la mere ne soit barre
d'action, si demand le ho-
ritage, ou le mariage sa
mere per brieife Dentre,
que son pere aliena en
temps sa mere, et issint co-
ment que le baron et la
feme alienent per fine un-
core ceo est voier, que le
baron aliena en temps la
mere, et issint il serroit en
case de lestatute, sinon
que tielx parolx fueront, s.
dont nul fine est levie en
la Court le Roy, et issint
ils dient que ceo est a en-
tender, dont nul fine per
le baron et sa feme est le-

band and his wife, and
the heirs of the husband
should warram, &c. such
Warranty shall bar the
heir, and so they say that
this is the meaning of the
Statute; for if the hus-
band and wife should make
a Feoffment in fee by Deed
in the Country, his heir
after the decease of the
husband and wife shall
have a Writ of entry Sur
cui in vita, &c. notwith-
standing the Warranty of
the husband, then if no
such exception were made
in the Statute of the fine
levied, &c. then the heir
should have the Writ of
entry, &c. notwithstanding
the fine levied by the
husband and his wife, be-
cause the words of the
Statute before the excep-
tion of the fine levied, &c.
are general, viz. that the
heir of the wife after the
death of the Father and
Mother is not barred of
action, if he demand the
heritage, or the marriage
of his Mother by Writ of
entry, that his Father ali-
ened in the time of his Mo-
ther; and so albeit the
husband and wife aliened
by fine, yet this is true,
that the husband aliened
in the time of the Mother,
and so it should be in that
case of the Statute, unless

vie en la Court le Roy, le quel est loialment levie en tiel case ; car si les Justices ont conusans, que home que nad riens forsq; en droit sa feme voile levier un fine. en son nosme seulement, ils ne voylont, ne unque devoient prendre tiel fine destre levie per le baron seulement sans sa feme, &c. Ideo quere de cest matter, &c.

Item, est a sçavoir, que ou ceux parolx, ou l'heire demande l'heritage, ou le mariage sa mere, cest parol (ou) est un disjunctive, et est autant adire, si le Heire demande le heritage sa Mere, scil. les Tenemens que sa Mere avoit en fee simple per descent, ou per purchase, ou si l'heire demand le mariage sa Mere, cest a sçavoir, les Tenemens que fueront dones a sa mere en frank marriage.

Item, come est move en divers Faits, ceux parolx en Latine, Ego & heredes mei Warrantizabi-

that such words were, *viz.* whereof no fine is levied in the Kings Court; and so they say that this is to be understood, whereof no fine by the husband and his wife is levied in the Kings Court, the which is lawfully levied in such case; for if the Justices have knowledge, that a man that hath nothing but in the right of his wife will levie a fine in his name only, they will not, neither ought they to take such fine to be levied by the husband alone without his wife, &c. *Ideo Quere* of this matter, &c.

Also, it is to be understood that in these words, where the Heir demands the heritage, or the marriage of his mother, this word (or) is a disjunctive, and is as much to say, if the Heir demand the heritage of his mother, *viz.* the tenements that his mother had in fee simple by descent, or by purchase, or if the Heir demand the marriage of his mother, that is to say, the tenements that were given to his mother in frank-marriage.

Also, where it is contained in divers Deeds these words in Latine, *Ego & Heredes mei Warrantizamus,*

mus, & in perpetuum defendemus, il est a veier quel effect ad cel parol, *Defendemus*, en iiel Faits, et il semble que il nad pas leffect de Garranty, ne emprent en luy la cause de Garrantie, car sil issint serroit, que il prent effect ou cause de Garrantie, douque il serroit mitte en ascuns fines levies en la Court le Roy: Et home ne vest cee unique, que cest parol *Detenemus*, fuit en ascun fine, mes tant solement cest parol *Warantizabimus*, perque semble que cest parol et Verbe *Warantizo*, fait la Garrantie, et est la cause de Garrantie, Et nul autre Verbe en nostre Ley.

Item, si Tenant en taile soit seise des terres devisables per testament selonque le custome, &c. et le Tenant en taile alien mesmes les Tenements a son frere en fee, et ad issue, et devise, et puis son frere devisa per son Testament mesmes les Tenements a un autre en fee, et oblige luy et ses heires a Garrantie, &c. et morust sans issue, il semble que cest Garrantie ne barera my lissue en taile; sil voit sues son briefe de Formedon, par cee que cest Garrantie ne

zabimus, et in perpetuum defendemus; it is to be seen what effect this word (*Defendemus*) hath in such Deeds; and it seemeth that it hath not the effect of Warranty, nor comprehendeth in it the cause of Warranty; for if it should be so that it took the effect or cause of Warranty, then it should be put into some fines levied in the Kings Court: and a man never saw, that this word (*Defendemus*) was in any Fine, but only this word (*Warantizabimus*). By which it seemeth, that this word and Verb (*Warantizo*) maketh the Warranty, and is the cause of Warranty, and no other word in our Law.

Also, if Tenant in tail be seised of Lands devisable by Testament after the custome, &c. and the Tenant in tail alieneth the same Tenements to his brother in fee, and hath issue and dieth, and after his brother deviseth by his Testament the same Tenements to another in fee, and bindeth him and his heirs to Warranty, &c. and dieth without issue; it seemeth that this Warranty shall not bar the issue in the Tail, if he will sue his Writ of Formedon, dis:en-

descender my al issue en le taile, entant que le Uncle del issue ne fuit my obligé a le Garrantie en sa vie; ne que il ne puissoit Garranter les tenements en sa vie, entant que le devise ne puissoit prendre aucun execution ou effect, forsque apres son decease. Et entant que le Uncle en son vie ne fuit tenu de Garranter, tiel garrantie ne poit descendre de luy al issue en le Tail, &c. car nul chose poit descendre del auncester a son Heire, sinon que mesme ceo fuit en lancoster.

Auxy un Garrantie ne poit aler solongue la nature des Tenements per le custome, &c. mes tant-solemant solongue le forme del Common Ley. Car si le tenant en tail soit seise des Tenements en Burgh English, lau le custome est, que tous les Tenements doins mesme le Borough deuoyent descendre a le fits puisne, et il discontinua le taile ouo Garrantie, &c. et ad issue deux fits, et morust seise des auters terres ou Tenements en mesme le Burgh en fee simple a le value, ou plus de les Tenements taillés, &c. uncore le puisne

because that this Warranty shall not descend to the issue in Tail, insomuch as the Uncle of the Issue was not bound to the same Warranty in his life-time: neither could he warrant the Tenements in his life, insomuch as the devise could not take any execution or effect until after his decease. And insomuch as the Uncle in his life was not held to Warranty, such Warranty may not descend from him to the issue in tail, &c. for nothing can descend from the Ancestor to his Heir, unlesse the same were in the Ancestor.

Also, a Warranty cannot go according to the nature of the Tenements by the custom, &c. but only according to the form of the Common Law. For if the Tenant in Tail be seised of Tenements in Borough English, where the custome is, that all the Tenements within the Borough ought to descend to the youngest son, and he discontinueth the Tail with Warranty, &c. and hath issue two sons, and dyeth seised of other Lands or Tenements in the same Borough in fee simple to the value, or more, of the Lands entailed, &c. yet

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Item,
taile
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fits avera un Formedon de les terres tailes, et ne serra my barre per le Garantie son pere coment que Assets a luy descendist en fee simple de mesme le pere, solongue le custome, &c. pur ceo que le Garantie descendist a son eigne frere que est en plain vie, et nemy sur le puisne. Et en mesme le maner est de collateral Garantie fait de tiels Tenements, lou le Garrautie descendist sur leigne fits, &c. ceo ne barrera my le puisne fits, &c.

En mesme le manper est de Tenements en le County de Kent, queux sont appellees Gavelkind, les queux Tenements sont partibles entre les freres, &c. solongue la custome, si ascun tiel Garantie soit fait per son auncester, tiel Garantie descendera tant solement a l'heire que est heire al common Ley, c'est ascavoir al eigne frere, solongue la conusance del common Ley, et nemy a toute les heires queux sont heires de tiels Tenements solongue le custome.

Item, si Tenant en le taile ad issue deux filles per divers venters, et morust,

the youngest son shall have a Formedon of the Lands tailed, and shall not be barred by the Warranty of his father, albeit Assets descended to him in fee simple from his said Father according to the custome, &c. because the Warranty descendeth upon his elder brother who is in full life, and not upon the youngest. And in the same manner it is of collateral Warranty made of such Tenements, where the Warranty descendeth upon the eldest son, &c. this shall not bar the younger son, &c.

In the same manner it is of Lands in the County of Kent, that are called Gavelkind, which Lands are devidable between the Brothers, &c. according to the custome, if any such Warranty be made by his Ancestor, such Warranty shall descend only to the heir, which is heir at the Common Law, that is to say, to the elder brother, according to the Conusance of the Common Law, and not to all the heirs that are heirs of such Tenements according to the custome.

Also, if Tenant in tail hath issue two daughters by divers venters and di-

et

et les filles entrent, et un
estrange eux disseisist de
mesmes les Tenemens,
et l'un de eux releffa per
son fait a le Disseisor tout
son droit, et oblige luy et
ses Heires a Garrantie, et
morust sans issue: en cest
case la soer que surves-
quist poit bien enter et ou-
ster le Disseisor de tous
les Tenemens, pur ceo que
iel Garrantie n'est pas
Discontinuance, ne colla-
teral Garrantie a la soer
que survesquist, pur ceo
que ils sont de demy sanke,
et l'un ne poit estre heire a
l'autre, selonque le cours
del Common Ley. Mes
auterment est lou y sont
filles del Tenant en taile per
un mesme venter.

Item, si Tenant en Tail
leffa los tenemens a un
home pur terme de vie, le
remainder a un autre en
Fee, et un Collateral An-
cestor confirma le state del
Tenant a terme de vie, et
oblige luy et ses Heires
a Garrantie pur terme de
vie del Tenant a terme de
vie et morust, et le Tenant
en Taile ad issue, et devie,
ore l'issue, est barre a de-
mander les Tenemens per
Briefe de Formedon, du-
rant le vie le Tenant a
terme de vie per cause del

eth, and the daughters en-
ter, and a stranger dissei-
seth them of the sa ne Te-
nements, and one of them
releaseth by her deed to
the Disseisor all her right,
and binde her and her
heires to Warranty, and
die without issue: In this
case the sister which survi-
veth may well enter, and
oust the disseisor of all the
Tenements, because such
Warranty is no discontinu-
ance nor collateral War-
rantie to the sister that
surviveth, for that they
are of half blood, and the
one cannot be heir to the
other according to the
course of the Common
Law. But otherwise it is
where there be daughter of
Tenant in tail by one ven-
ter.

Also, if Tenant in Tail
letteth the Lands to a man
for term of life, the Re-
mainder to another in Fee,
and a Collateral Ancestor
confirmeth the state of the
Tenant for life, and bind-
eth him and his Heirs to
Warranty for term of the
life of the Tenant for life,
and dyeth, and the Tenant
in tail hath Issue and dies;
now the Issue is barred to
demand the Tenements by
Writ of Formedon during
the life of Tenant for life,
because of the Collateral

Col-

*Collateral Garrantie descendu sur le issue en le Tail. Mes apres le de-
cease de le tenant a terme
de vie, Pissue auera un
Briefe de Formedon,
&c.*

*Et sur ceo aye oye un
reason, que cel case pro-
vera un autre case, s. si
un home lessa ses terres a
un autre, A aver et tener
alu et a ses Heires pur
terme de autre vie, et le
Lessee morust vivant celuy
a que vie, &c. et un E-
strange enter en la Terre q;
le Heire le Lessee luy poit
ouster, &c. pur ceo que en
le case procheine avantdit,
entant que home poit obli-
ger luy et ses Heires a Gar-
rantie al Tenant a terme
de vie tantisolement du-
rant la vie le Tenant a
terme de vie, et cel Gar-
rantie descendist al Heire
celuy que fist le Garrantie,
le quel Garrantie nest pas
Garrantie de enheritance,
mes tantisolement pur term
de autre vie: per mesme le
reason lon Tenements sont
lesses a un Home, A aver
et tener a luy et a ses
Heires, pur terme de au-
tre vie, si le Lessee morust,
vivant celuy a que vie,
son Heire auera les Tena-
ments, vivant celuy a que
vie, &c. Car ont dit,
Que si home grant un an-*

*Warranty descended up-
on the Issue in Tail. But
after the decease of the
Tenant for life, the Issue
shall have a Writ of For-
medon, &c.*

And upon this I have
heard a reason, That this
Case will prove another
Case, viz. If a man letteth
his Lands to another, To
have and to hold to him
and to his heirs for term
of anothers life, and the
Lessee dieth, living Celuy a
que vie, &c. and a stran-
ger entereth into the Land,
that the heir of the lessee
may put him out, &c. be-
cause in the case next a-
foresaid, in as much as a
man may bind him and his
heirs to Warranty to Te-
nant for life only, during
the life of the tenant for
life; and this Warranty
descendeth to the heir of
him which made the War-
rantie, the which War-
rantie is no Warrantie of
inheritance, but only for
term of anothers life. By
the same reason where
Lands are let to a man,
To have and to hold to
him and his heirs for term
of anothers life, if the Les-
see die, living Celuy a que
vie, his heirs shall have
Lands, living Celuy a que
vie, &c. For they have
nuty

*nuité a un-aüter, A aver
et perceiver a luy et a ses
Heires pur terme de aüter
vie, si le grantee morust,
&c. que apres son mort
son Heire averate annui-
rie durant la vie celuy a
que vie, &c. Quere de
ista materia.*

*Mes lon tiel Lease ou
Grant est fait a un home et
a ses Heires pur terme
d'ans; en cest case l'heire
le Lessee ou le grantee na-
vera unques apres la mort
le Lessee, ou le Grantee
ce que est issint lessee ou
grant, pur ceo que est
Chattel real; et chatelux
realx per le common Ley
viendra al executors del
Grantee, ou del Lessee; et
nemy al Heire.*

*Item, en ascuns Cases il
poit estre, que coment que
un collateral Garrantie soit
fait en Fee, &c. unoore
tiel Garrantie poit estre
defeat et ament. Sicome
tenant en taile discontinue
le taile en fee; et le dis-
continuee est disseise, et le
frere del tenant en le taile
reloffa per son fait a le
Disseisor tout son droit,
&c. ove Garrantie enfee,
et morust sans issue, et le
tenant en l'taile ad issue
et devie, ore liffne est*

said, That if a man grant
an Annuity to another, to
have and to take to him
and his heirs for term of
another's life, if the Gran-
tee die, &c. That after
his death his heir shall
have the Annuity during
the life of Celuy a que vie,
&c. *Quere de ista mate-
ria.*

But where such Lease or
Grant is made to a man
and to his Heirs for term
of years; In this case the
Heir of the Lessee or the
Grantee shall not after the
death of the Lessee or gran-
tee have that which is so
let or granted, because it
is a Chattel real; and
Chattels reals by the com-
mon Law shall come to the
Executors of the Grantee,
or of the Lessee, and not
to the Heir.

Also, in some cases it
may be, That albeit a col-
lateral Warranty be made
in fee, &c. yet such a War-
ranty may be defeated and
taken away: As if Tenant
in Tail discontinue the
Tail in Fee, and the Dis-
continuee is disseised, and
the Brother of the Tenant
in Tail releaseth by his
deed to the disseisor all his
right, &c. with Warrant-
ty in Fee, and dieth with-
out issue, and the Tenant
in Tail hath issue and die;

barre

Issue de son assien per- now the issue is barred of
force de collateral Garrantie his action by force of the
descender sur luy: mais si the collateral Warranty
apres son la Discontinuee descended upon him. But
enter sur la disseisor, don- if afterwards discontinued
que peit l'heir en le taile entred upon the disseisor,
avec bien son action de then may the heir in tail
Formedon, &c. par ceo have well his action of
que le Garrantie est amien- Formedon, &c. because the
tie et defeat, car quant Warranty is taken away
Garrantie est fait a un and defeated; for when a
homo sur estate que adon- Warranty is made to a
ques il avoit, si l'estate man upon an estate which
soit defeat le Garrantie he then had, if the estate
est defeat. be defeated, the Warranty
 is defeated.

En mesme le manner est,
si le discontinuee fait fe-
offement en fee, reservant
a luy un certain Rent, et
par default de payment un
re-entry, &c. et un col-
lateral Garrantie de An-
cestre est fait a celuy feoffee
que ad Estate sur conditi-
on, &c. et morist sans
issue, coment que cel Gar-
rantie descendra sur l'issue
en taile uncore si apres le
Rent fait aderera, et le
discontinuee entra en la
terre, adonques avera l'is-
sue en Taile son recovery
per brieve de Formedon,
par ceo que le collateral
Garrantie est defeat. Et
issint si aucun tel collateral
Garrantie soit plead en-
vers le issue en la Taile, en
son action de Formedon,
il poit merer le matter
como est auant d'ice, coment
le Garrantie est defeat,

In the same manner it
 is, if the discontinued
 make a feoffment in fee,
 reserving to him a certain
 rent, and for default of
 payment a re-entry, &c.
 and a collateral Warranty
 of the Ancestor is made
 to the Feoffee that hath
 the Estate upon condition,
 &c. and dieth without is-
 sue, albeit that this War-
 ranty shall descend upon
 the issue in taile, yet if af-
 ter the rent be behind, and
 the discontinued enter into
 the Land, then shall the
 issue in tail have his re-
 covery by Writ of *Forme-*
don, because the collateral
 Warranty is defeated. And
 so if any such collateral
 Warranty be pleaded a-
 gainst the issue in Tail in
 his action of *Formedon*, he
 may shew the matter as is
 aforesaid, how the War-

Et ce issint il poit bien
maintener son action,
Et.

Item, si Tenant en
Tail fait un feoffment a
son Uncle, et par l'Uncle
fait un feoffment en fee
ouesque Garrantie, Et
a un autre, et puis le feof-
fee del Uncle enfeoffa a-
ore main le Uncle en fee, co-
puis le Uncle enfeoffa un
estrange en fee sans Gar-
rantie, et morust sans
issue, et le Tenant en taile
morust, si issue en le taile
voyle porte son breife de
Formedon evers le
strange que fait le darrain
feoffee, et ceo per le Uncle,
le issue ne serra ung; barre
per le Garrantie que fait
fait per le Uncle al dis
primer feoffee, de son Un-
cle, par ceo que le dit
Garrantie fuit defeat et
anient, par ceo que le
Uncle a luy reprist oy
grand estate de son primer
feoffee a que le Garrantie
fuit fait, sicome mesme le
feoffee avoit de luy. Et la
cause par que le Garrantie
est anient en ceo cas, est
ce, scil. que si le Garran-
tie estoieroit en sa force,
donque le Uncle Garran-
tera a luy mesme, que ne
poit estre.

Ades si le feoffee fesoit
estate al Uncle per serant

rancy is defeated, &c. and
so he may well maintain
his action, &c.

Also, if Tenant in tail
make a feoffment to his
uncle, and after the un-
cle make a feoffment in
fee with Warranty, &c. to
another, and after the fe-
offee of the uncle doth
re-enfeoff again the un-
cle in fee, and after the
uncle enfeoffeth a stranger
in fee without Warranty,
and dieth without issue,
and the Tenant in Tail di-
eth, if the issue in Tail
will bring his Writ of For-
medon against the stranger
that was the last feoffee,
and that by the uncle, the
issue shall not be barred by
the Warranty that was
made by the uncle to the
first feoffee of his uncle,
for that the said Warranty
was defeated and taken a-
way, because the uncle
took back to him as great
an estate from his first fe-
offee, to whom the War-
ranty was made, as the
same feoffee had from him.
And the cause why the
Warrantie is defeated, is
this, viz. that if the War-
ranty should stand in his
force, then the Uncle
should Warrant to himself,
which cannot be.

But if the Feoffee had
made an estate to his Un-

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de vie, ou en tail, foyant
la reuerſion, Et pour que
il fait donc en tail al l'ho-
uile, ou au l'eu par termi-
de vie, le remainder ou-
ſur, Et c. en ceſt cas le
Garrantie neſt pas tou-
ouſterment auient, mes eſt
mis en ſuſpence durant le
ſuite que le l'ncle ad. Car
apres ce que le l'ncle eſt
mort ſans iſſue, Et c. don-
ques celui en la reuerſion,
ou celui en le remainder
baucera iſſue en tail en
ſon briefs de Formedon
per le collateral Garrantie
en tel cas, Et c. Mes au-
tremens eſt lou le l'ncle
auoit auxy grand eſtate
en la terre de le Feoffee, a
que le Garrantie fait fait,
dms le Feoffee auoit de
loy, Causa paret.

Item, ſi le l'ncle apres
tel feoffment fait ou
Garrantie, ou releaſe fait
pour luy ou Garrantie ſoit
atteint de felony, ou
outlaw de felony, tel
collateral Garrantie ne
barre ny, ne grieuera le
iſſue en le tail, per ceo, q
que per le attainder de fe-
lony, le ſank eſt corrupte en-
tre eux, Et c.

Item, ſi Tenant en Tail
ſoit diſſeiſe, et puis fait
releaſe al Diſſeiſor ou
Garrantie en fee, et puis le
Tenant en tails eſt at-

cle for term of life, or in
tail, ſaving the reuerſion,
&c. or a gift in tail to
the l'ncle, or a Leaſe for
term of life, the Remain-
der over, &c. In this caſe
the Warranty is not alto-
gether taken away, but is
put in ſuſpence during the
eſtate that the l'ncle hath.
For after that, that the
l'ncle is dead without iſ-
ſue, &c. then he in the
Reuerſion, or he in the
Remainder ſhall bar the
iſſue in tail in his Writ of
Formedon by the collateral
Warranty in ſuch caſe,
&c. But otherwiſe it is
where the l'ncle hath as
great eſtate in the Land of
the Feoffee to whom the
Warranty was made, as
the Feoffee hath himſelf,
Causa paret.

Alſo, if the l'ncle after
ſuch feoffment made with
Warranty, or a Release
made by him with War-
ranty, be ataint of felony,
or outlawed of felony,
ſuch collateral Warranty
ſhall not bar nor grieve
the iſſue in the tail, for this
that by the attainder of
felony the blood is cor-
rupted between them, &c.

Alſo, if Tenant in Tail
be diſſeiſed, and after make
a Release to the Diſſeiſor
with Warranty in Fee, and
after the Tenant in Tail is

taint, ou uslage de Felony, et ad issue et morust; en cest case l'issue en taile poit enter sur le disseisor. Et la cause est, pur ceo que rien fait Discontinuance en cest case fors que le Garrantie, et Garrantie ne poit descendre al Issue en Taile, pur ceo que le sanke est corrupt perenter celuy que fist le Garrantie, et Issue en Taile.

Car le Garrantie tous faits demure a le Common Ley, et la Common Ley est, Que quant home est attaint ou uslage de Felonie, quel uslagarie est un attainer en Ley, que le sanke perenter luy et son firs, et tous auters queux serra diis ses heires est corrupt, issint que riens per descent poit descendre a aucun qui poit estre dit son heire per le Common Ley. Et la Feme de tuel home que issint est attaint de Felonie, ne serra jamours endow de les Tenements sa baron issint attaint. Et la cause est pur ceo que homes plus eschuerent de fait ascuns felonies. Mes l'issue en Taile quant a les tenements tailes nest pas en tuel cas barre, pur ceo que est inherite per force de le Statute, et netmy per le course de Com-

attaint or outlawed of Felony, and hath issue and dieth; In this case the Issue in Tail may enter upon the Disseisor; and the cause is, for this; that nothing maketh Discontinuance in this case but the Warranty, and Warranty may not descend to the Issue in Tail, for this, that the Blood is corrupt between him that made the warranty, and the Issue in Tail.

For the Warranty always abideth at the Common Law; and the Common Law is such, that when a man is attaint or outlawed of felony, which Outlawry is an Attainder in Law, that the blood between him and his son, and all others which shall be said his Heirs is corrupt, so that nothing by descent may descend to any that may be said his Heir by the Common Law; And the wife of such a man that is so attaint shall never be endowed of the Tenements of her husband so attainted. And the cause is, for that men should more eschew to commit Felonies. But the issue in Tail as to the Tenements tailed is not in such case barred, because he is inheritable by force of the Statute, and not by the

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C.c.

Et est
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Car si l
za Brief
et un lix
son ance

*mon Ley, et par ceo t'il
attainder de son pier ou de
son ancestor en le Tail ne
Luy ouster de son droit per
force de le Taille, &c.*

*Item, si Tenant en le
Taille enfeoffa son Uncle, le
quel enfeoffa un autre en
fee oue Garrantie, &c. si
apres le feoffee per son fait
releasa a son Uncle tous
manners des Garranties,
ou tous manners de Cove-
nants real, ou tous man-
ners de demandes, per tuel
Release le Garrantie est ex-
tingt. Et si le Garrantie
est extingte soit pleade en-
vers le heire en taile, que
porta son Brieve de For-
medon, per barrer le heire
de son action, si le heire
avoit le dit releas, et ceo
pledaft, il defetere le plee
en barre, &c. Et mults
autres casos et maters y
sont, per queux home
poit defeater Garrantie,
&c.*

*It est a sçavoir, que en
mesme le manner come
Garrantie Collateral poit
estre defeat par maten en
fait, ou en Ley, en mesme
le manner poit lineal Gar-
rantie estre defeat, &c.
Car si l'heire en taile por-
ta brieve de Formedon,
et un lineal Garrantie, de
son ancestor enheritable per*

*course of the Common
Law; And therefore such
attainder of his Father or
of his Ancestor in the Tail
shall not put him out of
his Right by force of the
Tail, &c.*

*Also, if Tenant in Tail
infeoffs his Uncle, which
infeoffs another in fee with
Warranty, if after the fe-
offee by his Deed release
to his Uncle all manner of
Warranties, or all manner
of Covents reals, or all
manner of Demands, by
such release the Warranty
is extinct. And if the War-
ranty in this case be plea-
ded against the Heir in
Tail that bringeth his
Writ of Formedon, to bar
the heir of his action, if
the heir have and plead
the said release, &c. he
shall defeat the plea in
bar, &c. and many other
cases and matters there be,
whereby a man may defeat
a Warranty, &c.*

*And it is to be under-
stood, that in the same
manner as the Collateral
Warranty may be defea-
ted by matter in Deed, or
in Law; in the same man-
ner may a lineal Warranty
be defeated, &c. For if the
heir in Tail bringeth a
Writ of Formedon, and a
lineal Warranty of his An-
cestor*

force

*foncé de le Taile, soit ple-
der envers luy, ou cœ
que assés a luy descendist
de fee simple, que il ad per
mesme launcester que fist
le Garrantie, si le heirs
que est demandant poit ad-
nuller, et defeater le Gar-
rantie cœ suffist a luy. Car
le descent des autres tenes-
ments de Fee simple ne fait
riens per barrer l'heir sans
le Garrantie, &c.*

*Ore jœ ay fait a toy
mon fistre trois livres,*

*Le primer Livre es des
Estates que homes ont en
terres ou tenements : cest a-
savoir,*

cester inheritable by force
of the Tail be pleaded a-
gainst him, with this that
assets descended to him of
fee simple, which he hath
by the same Ancestor that
made the Warranty, if the
Heir that is demandant
may adnul and defeat the
Warranty, that sufficeth
him : For the descent of
other tenements of Fee-
simple maketh nothing to
bar the Heir without War-
ranty, &c.

Now I have made to
thee my son three Books.

The first Book of Estates
which men have in Lands
and Tenements : That it
to say,

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*Et ceust deux peiss
livres jeo ay fais a toy, pur
le melior entendre de cer-
tain Chapters de le antient
Livre de Tenures.*

And these two little
Books I have made to thee,
for the better understand-
ing of certain Chapters of
the ancient Book of Te-
nures.

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Epilogu.

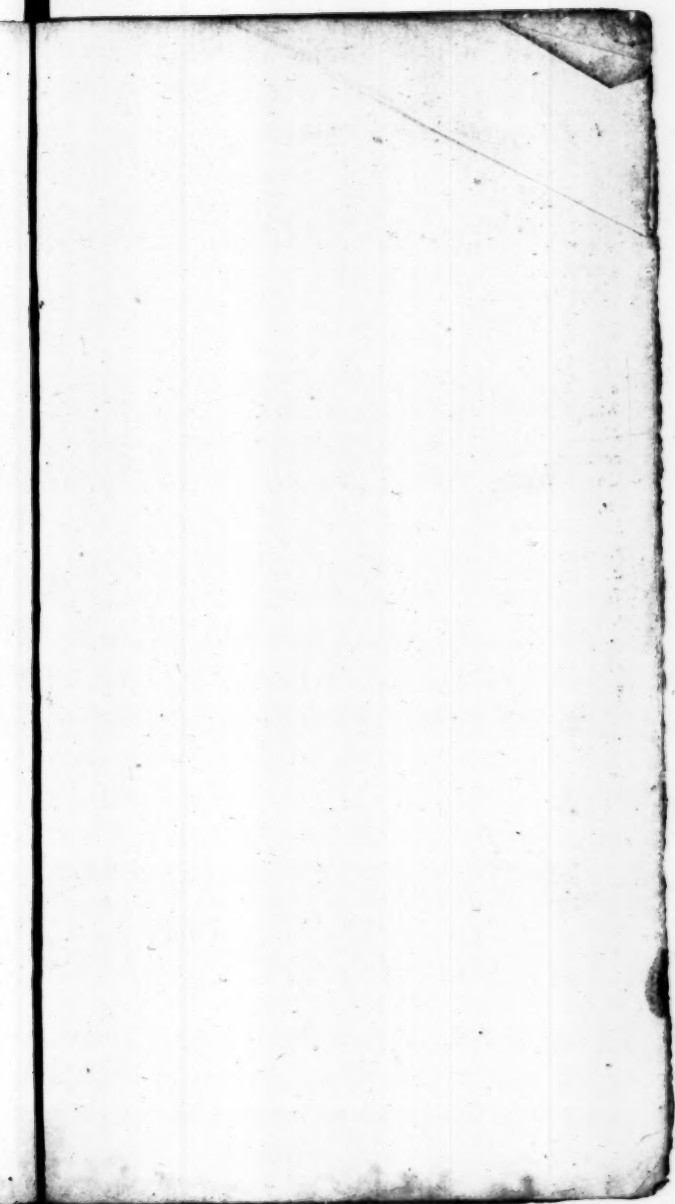
Epilogia.

Et saches mon fils, Que
jeo ne voile que tu croies,
que tout ceo que jeo ay dit
en les dits livres soit Ley,
car jeo ne ceo voile enpre-
nder ne presumer sur moy.
Mes de tiels choses que ne
sont pas Ley enquires, et
apprendre de mes sages
Masters apprises en la Ley.
Nient meins coment que
certaines choses, queux
sont mises et specifies en
les dit Livres, ne sont pas
Ley, uncore tiels choses
ferra toy plus apt et aile
de entendre et apprendre
les arguments, et les rea-
sons del Ley, &c. Car
per les arguments et les
reasons en la Ley home
plus tost aviendra a le
certaintie et a la conusance
de la Ley.

And know my Son, that
I would not have thee be-
lieve, that all which I
have said in these Books is
Law, for I will not pre-
sume to take this upon
me: but of those things
that are not Law, inquire
and learn of my wise Ma-
sters learned in the Law;
notwithstanding albeit that
certain things which are
moved and specified in the
said Books, are not alto-
gether Law, yet such
things shall make thee
more apt, and able to un-
derstand and apprehend
the Arguments and the
reasons of the Law, &c.
For by the Arguments and
Reasons in the Law, a man
more sooner shall come
to the certainty and know-
ledge of the Law.

Rex plus laudatur quando ratione probatur.

FINIS..



Isaac Barnard
Esq. Libr
1684

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Isaac Barnard
Quo' liber Anno
primi Jacobi 1^{di}
Regis.

Paulus



